



**Order under Section 78(11)
Residential Tenancies Act, 2006**

Citation: Anyanka v Caroo, 2026 ONLTB 25850

Date: 2026-03-26

File Number: LTB-L-013768-26-SA

In the matter of: 103, 2550 CASTLEGATE CROSSING
PICKERING ON L1X0G4

Between: Chika Vivian Anyanka Landlord

And

Rochelle Caroo Tenants
Nichan Lindsay

Chika Vivian Anyanka (the 'Landlord') applied for an order to terminate the tenancy and evict Rochelle Caroo and Nichan Lindsay (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Tenants did not meet a condition specified in the order issued by the LTB on January 8, 2026 with respect to application LTB-L-086958-25.

The Landlord's application was resolved by order LTB-L-013768-26, issued on February 17, 2026. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-013768-26.

This motion was heard by videoconference on March 19, 2026.

The Landlord, the Landlord's representative, Jimmy Gangadin, and one of the Tenants, Rochelle Caroo ('RC'), attended the hearing.

Determinations:

There was a breach of the previous order

1. RC admitted that the Tenants did not pay the Landlord the arrears payment of \$2,992.45 that was due on January 20, 2026.
2. As such, I find am satisfied that the Tenants failed to meet a condition specified in the order issued by the LTB on January 8, 2026 with respect to application LTB-L-086958-25.

The surrounding circumstances

3. RC stated that when she agreed to the terms set out in order LTB-L-086958-25 issued on January 8, 2026, she was expecting increased hours of work which would allow her to meet her obligation to pay an arrears payment of \$2,992.45 on January 20, 2026. Unfortunately, her hours (i.e. 4 days a month) did not increase and she was only able to pay \$2,700.00 on January 20, 2026. However, she paid the balance of \$292.45 on January 23, 2026.
4. RC admitted that the Tenants did not pay the rent of \$3,165.00 that was due on February 1, 2026. To date, the Tenants have paid \$700.00 for rent for February 2026, being \$400.00 on February 2, 2026 and \$300.00 on February 6, 2025. She also admitted that she redirected the provincial rent subsidy of \$1,109.34 to be paid to her instead of directly to the Landlord because she had other expenses to pay (i.e. pay day loans). She is a single mother and her only source of income is the child tax benefit.
5. The Landlord stated that the Tenant's failure to pay rent arrears and ongoing rent has caused them financial hardship and that there is a possibility that the bank will foreclose on the property.
6. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-013768-26. I say this because not only did the Tenant immediately breach the terms of the consent order, but she also redirected the provincial rent subsidy to be paid to herself instead of the Landlord. There was no evidence before me as to why the second named Tenant could not pay the rent arrears on January 20, 2026 or rent on February 1, 2026.
7. Therefore, the Tenant's motion to set aside Order LTB-L-013768-26, issued on February 17, 2026, is denied.

The stay is lifted on immediately

8. In the circumstances, especially given that the Tenants redirected payment of the provincial rent subsidy from the Landlord to themselves, the stay of order LTB-L-013768-26 is lifted immediately.

It is ordered that:

1. The motion to set aside Order LTB-L-013768-26, issued on February 17, 2026, is denied.
2. The stay of order LTB-L-013768-26 is lifted immediately.

March 26, 2026

Date Issued

Karen Gonçalves

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.