



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

File Number: LTB-L-004690-26-SA

In the matter of: 5, 6 DOMINION ST
BRACEBRIDGE ON P1L2A6

Between: Sydmar Limited Landlord

And

David Roche Tenant

Sydmar Limited (the 'Landlord') applied for an order to terminate the tenancy and evict David Roche (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant did not meet a condition specified in the order issued by the LTB on October 8, 2025 with respect to application LTB-L-064949-25.

The Landlord's application was resolved by order LTB-L-004690-26, issued on January 26, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-004690-26.

This motion was heard by videoconference on March 25, 2026.

The Landlord's Legal Representative, K. Draycott, the Landlord's Agent, K. Gronfors, the Tenant's Legal Representative, J. Swain, and the Tenant attended the hearing.

Determinations:

There was a breach of the previous order

1. The Tenant failed to meet a condition specified in the order issued by the LTB on October 8, 2025 with respect to application LTB-L-064949-25. There was no dispute that the Tenant did not pay the rent for January 2026 in full on or before January 1, 2026 and \$100.00 towards the rent arrears on or before January 15, 2026.

The surrounding circumstances

2. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-004690-26.

3. The Tenant receives ODSP which he stated usually arrives a day or two prior to the end of each month. However, in December 2025, he stated that he received his ODSP payment before Christmas and unfortunately overspent. Despite this, he stated that he paid all of the January 2026 rent on time except for \$100.00, which he was able to pay on January 2, 2026. He acknowledged that he also missed the payment of \$100.00 due on January 15, 2026 because he believed that he had until the end of the month to make this payment.
4. The Tenant also stated that he has made all the other payments in the previous order to the Landlord in full and on time and is expecting an inheritance payout later this year which will allow him to meet the final payment of the rent arrears as required by the order. He further stated that he has resided in the rental unit for 7-8 years and his ODSP is sufficient to continue to maintain the rent for this unit. He stated that if he were to be evicted he would most likely end up on the street, homeless.
5. The Tenant's Legal Representative submitted that prior to these missed payments in January 2026, the Tenant had maintained the payment plan, has since made up the missed payment for January 15, 2026, and has continued to meet the repayment conditions of the previous order. The Tenant's Legal Representative also submitted that this is a long term tenancy with the Tenant receiving a fixed income from ODSP each month which is sufficient to sustain the tenancy and has an expected inheritance payout later in the year to cover the remaining balance of arrears owing due at that time. The Tenant's Legal Representative requested forgiveness and to allow the tenancy to continue on the same terms and conditions set out in previous order.
6. The Landlord's Legal Representative submitted that the Tenant received his ODSP income and made a choice to overspend in December 2025 leaving him short for the January 2026 rent and arrears payment which the Tenant knew would result in an eviction application pursuant to section 78 of the *Residential Tenancies Act, 2006* (the 'Act'). The Landlord's Legal Representative also submitted that the rent arrears are extensive, and although the Tenant has caught up on the payments, the Landlord has to absorb their legal costs for the L4 application and the appearance at this motion. He requested that the Tenant's motion be denied and the stay lifted.
7. The Tenant's payment for the balance of the January 2026 rent of \$100.00 was paid only a day late, and that the Tenant has since made up the payment missed on January 15, 2026 and kept to the other payment terms and conditions of the previous order since that time. Additionally, there was no dispute that the Tenant also reimbursed the Landlord for enforcement fees incurred of \$315.00.
8. This is a long term tenancy that is sustainable by the Tenant given his current income. Also, there was no dispute that the Tenant is expecting a lump sum inheritance payment which will be sufficient to cover the rent arrears payment due for December 31, 2026 as per the previous order.
9. In consideration of all of these circumstances, I was satisfied that it would not be unfair to set aside the order. An eviction is a last resort, the Tenant has made up the missed payments, and continued to meet the payment terms of the previous order. While although the Landlord has incurred legal costs for this L4 proceeding, the Tenant has reimbursed costs of \$315.00 to the Landlord. Given this, I find that the prejudice to the Landlord by this breach was minimized.

It is ordered that:

1. The motion to set aside Order LTB-L-004690-26, issued on January 26, 2026, is granted.
2. Order LTB-L-004690-26, issued on January 26, 2026, is set aside and cannot be enforced.
3. The previous order issued on October 8, 2025 with respect to LTB-L-064949-25 remains in full force and effect.

March 27, 2026
Date Issued

Lisa Del Vecchio
Member, Landlord and Tenant Board

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