



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

Citation: Better Living Homes Inc v ROCHA, 2026 ONLTB 26378

Date: 2026-03-31

File Number: LTB-L-005214-26-SA

In the matter of: 408, 126 BELLAMY RD N
SCARBOROUGH ON M1J2L1

Between: Better Living Homes Inc Landlord

And

Jenna Rocha Tenant

Better Living Homes Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Jenna Rocha (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on March 21, 2025 with respect to application LTB-L-103889-24-SA.

The Landlord's application was resolved by order LTB-L-005214-26, 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-005214-26.

This motion was heard by videoconference on March 4, 2026.

The Landlord's legal representative, Mark Ciobotaru ('MC'), and the Tenant attended the hearing.

Determinations:

Preliminary Issue

1. The Landlord named both the Tenant and Olivia Chase ('OC') as Tenants in its application. OC is a co-signer, and not a tenant of the rental unit. OC is therefore removed as a party to the application.

There was a breach of the previous order

2. The Tenant failed to meet a condition specified in the order issued by the LTB on March 21, 2025 with respect to application LTB-L-103889-24-SA.

3. Order LTB-103889-24 required that the Tenant pay the rent for March 2025 by March 31, 2025, and that she pay the rent for the months of April 2025 to April 2027 in full and on time, by the first day of each month. All of these required payments were subject to section 78 of the *Residential Tenancies Act, 2006*.
4. In its application, the Landlord alleged that the Tenant failed to pay the rent for January 2026 on or before January 1, 2026. The Tenant acknowledged that she did not pay the rent for January 2026 in full and on time.

The surrounding circumstances

5. The Tenant said that she did not make the January 2026 rent payment in full and on time because of personal circumstances.
6. The Tenant was on leave from work due to mental health issues stemming from the sudden death of her father. She said her employer stopped paying her, and she had to go through her union to resolve this issue.
7. The Tenant has three children, aged 9, 12, and 14 years. She said that she is presently engaged in court proceedings to try to get child support from the children's father. The Tenant said that the children's father is presently \$60,000.00 in arrears relative to child support payments. The Tenant's children's school and social supports are near the rental unit.
8. The Tenant's evidence was that she is now back at work, earning a net income of approximately \$1,500.00 bi-weekly. She also receives approximately \$1,200.00 per month from the child tax credit.
9. The monthly rent is presently about \$1,300.00, and the Tenant does not have any rent arrears. The Tenant paid the rent for the months of February and March 2026 in full and on time, and said she will be able to continue paying on time moving forward. On cross-examination, MC asked if the rent for February 2026 was paid on February 3, 2026. The Tenant said she pays her rent at the bank, and believes the rent was paid on February 1, 2026. There was no evidence presented by the Landlord to establish that the rent for February 2026 was in fact paid late.
10. The Tenant does not believe she can afford another rental unit, and said she does not presently have the means to move. She said she is just making ends meet for herself and her children, and that if evicted, she fears she would have to go to a shelter.
11. On cross-examination, the Tenant acknowledged that she also failed to pay the rent in full and on time for November 2025 and December 2025. She also acknowledged that this is the Tenant's fourth motion to set aside an *ex parte* order. The Tenant said that she was being impacted by her employment issue during the months of November and December 2025. She said that she was not able to comply with the requirement to pay her rent in full and on time during those months, but is able to now.
12. No witnesses gave evidence for the Landlord.
13. I must determine if it would be unfair in all the circumstances to grant the Tenant's motion.

14. I am concerned about the Tenant's history of late payment of rent despite orders being in place requiring on-time payment. LTB orders are not suggestions. Compliance with the conditions in LTB orders is mandatory.
15. Although the Tenant did not present documentary evidence to support her oral evidence, I found her to be a credible witness. I accept that the Tenant presently has sufficient income to pay her rent on time moving forward. I also accept that eviction would put the Tenant and her children in a precarious position, and it may be difficult for them to find alternative housing.
16. At the same time, I understand the Landlord's concern that the Tenant will not comply with the requirement to pay her rent on time, given her history of failing to do so.
17. In all of the circumstances, I find that it would not be unfair to grant the Tenant's motion to set the *ex parte* order aside. This is primarily because I am satisfied that the Tenant's income is presently sufficient for her to pay her rent on time, and because of the difficulties that the Tenant would face if evicted.
18. The Tenant's motion is granted, and order LTB-L-005214-26 issued on January 26, 2026 is set aside and cannot be enforced.
19. The previous order issued on March 21, 2025 with respect to LTB-L-103889-24-SA remains in force and is unchanged.
20. As I said at the hearing, it is imperative that the Tenant understand that the payment requirements set out in order LTB-L-103889-24-SA are mandatory. Set aside motions are not automatically granted, and any further set aside motions relative to any future breaches of the conditions in order LTB-L-103889-24-SA might be denied, particularly given the payment history related to this tenancy.

It is ordered that:

1. The motion to set aside Order LTB-L-005214-26, issued on January 26, 2026, is granted.
2. Order LTB-L-005214-26, issued on January 26, 2026, is set aside and cannot be enforced.
3. Order LTB-L-103889-24-SA issued on March 21, 2025 remains in force and is unchanged.

March 31, 2026
Date Issued

Mark Melchers
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.