



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

File Number: LTB-L-006164-26-SA

In the matter of: 911, 1555 SOUTH PARADE CRT
MISSISSAUGA ON L5M0T8

Between: Victoria Park Management Landlord

And

Naa Amoakoah Grant Tenant

Victoria Park Management (the 'Landlord') applied for an order to terminate the tenancy and evict Naa Amoakoah Grant (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 December 15, 2025 with respect to application LTB-L-081712-25.

The Landlord's application was resolved by order LTB-L-006164-26, issued on January 27, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-006164-26.

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

The Landlord's Legal Representative, P. Langille, the Landlord's Agent, A. Zaman, the Tenant's Legal Representative, M. Rajaram, 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 mediated settlement signed by the parties on December 15, 2025 with respect to application LTB-L-081712-25. The Tenant did not pay \$324.00 on or before January 20, 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-006164-26.

3. The Tenant stated that she had the money in the bank on January 20, 2026, however on that day she had pain from her sciatica and remained in bed. She also stated that she was injured at work in 2008 and in support of this assertion she provided a copy of a letter from WSIB Ontario dated December 1, 2025 into evidence (DOC-7636390pg8). This letter confirmed that the Tenant had injured her neck, right shoulder and lower back on July 22, 2008. She stated that when she felt better a few days later, she went to the bank and provided the Landlord with a money order. A copy of the money order dated January 23, 2026 for \$325.00 was provided into evidence (DOC-7636390pg3).
4. The Tenant also stated that she has resided in the unit since 2013 with her husband who is working. She confirmed at present she does not have any income and any WSIB payments stopped a long time ago. She stated that she does have some money left to her from her father back home but is still trying to arrange to have the money taken out of that country.
5. The Tenant's Legal Representative requested that the LTB exercise discretion after having regard to all circumstances and set aside the order. She submitted that the Tenant provided a sufficient explanation as to why the January payment was three days late. She also submitted that an eviction is a remedy of last resort and that in this case the Tenant has met all the payment conditions in the order and can continue to do so. She further submitted that this is a thirteen year tenancy, and the rental amount is relatively affordable for the Tenant.
6. The Landlord's Agent confirmed that the tenancy began in 2013 but that the Tenant was relocated to this unit in 2022. The Landlord's Agent stated that it is her role to ensure that the terms of the tenancy or any payment plans are met and when the Tenant breached her plan in January and they received no communication from her they proceeded with the L4 application.
7. The Landlord's Legal Representative submitted that the Landlord has been patient and accommodating with the Tenant. He also submitted that the Tenant has a clear and compelling history of not paying rent on time and relied on a copy of the Tenant's ledger submitted into evidence (DOC-7639478).
8. While a review of the Tenant's ledger does show that the Tenant over the years has periods of time wherein the rent arrears accumulated, it also showed that these arrears were eventually paid off. Additionally, according to the rental ledger the rent arrears found owing in the previous order appear to only stem from September 2025, as in August 2025 the Tenant had a zero balance.
9. There was no dispute that the Tenant has met the payment conditions in the previous order for application LTB-L-081712-25, for all payment to date except for the one time in January when she was three days late. Given this, I find it more likely than not that the Tenant has demonstrated that she can maintain this payment plan going forward.
10. Therefore, the motion is granted. The eviction order is set aside and the previous order pursuant to application LTB-L-081712-25 remains in full force and effect.

It is ordered that:

1. The motion to set aside Order LTB-L-006164-26, issued on January 27, 2026, is granted.
2. Order LTB-L-006164-26, issued on January 27, 2026, is set aside and cannot be enforced.
3. The order issued by the LTB on December 15, 2025 with respect to LTB-L-081712-25 remains in full force and effect.

March 31, 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.