



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

File Number: LTB-L-011756-26-SA

In the matter of: 2941 Ahearn Avenue
Ottawa ON K2B7A2

Between: 10248096 Landlord

And

Sabrina Brunette Tenant

10248096 (the 'Landlord') applied for an order to terminate the tenancy and evict Sabrina Brunette (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on December 22, 2025 with respect to application LTB-L065381-25.

The Landlord's application was resolved by order LTB-L-011756-26, issued on February 13, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-011756-26.

This motion was heard by videoconference on March 23, 2026.

The Landlord's representative Marie Connoly, the Landlord's property manager Konsuella Roberts, and the Tenant attended the hearing.

Determinations:

There was a breach of the previous order

1. There is no dispute the Tenant failed to meet a condition specified in the order issued by the LTB on December 22, 2025 with respect to application LTB-L065381-25. Specifically, the Tenant failed to pay the lawful monthly rent due on February 1, 2026.

The surrounding circumstances

2. This motion is brought pursuant to subsection 78(11) of the *Residential Tenancies Act, 2006* (the 'Act'). As I am satisfied that the Tenants breached the order issued on January 7, 2026, the only issue before me is whether I am "satisfied, having regard to all the circumstances, that it would not be unfair to set aside the order".

3. The Tenant testified she thought her rent was paid directly by ODSP; she was unaware of the breach until she received the *ex parte* order. However, on cross-examination, the Tenant confirmed ODSP pays all but \$350.00 of her rent, and she receives a rent supplement from a separate organization who pays the \$350.00. The Tenant admitted this rent supplement had ceased in November 2025. The Tenant testified she has been in contact with the third-party agency but has not received confirmation of when or if the subsidy will be reinstated.
4. The Tenant was aware that her lawful rent was not being paid; the Tenant entered into a consent agreement on November 6, 2025 with the Landlord that she would pay her lawful monthly rent as it came due starting February 2026. The Tenant immediately breached the order. The Tenant did not pay the Landlord the \$350.00 she knew would be owing for her rent, and as of the date of this hearing, the Tenant did not pay the outstanding amount to the Landlord.
5. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-011756-26.

The stay is lifted on May 31, 2026

6. As I am satisfied the Tenant's motion should be denied, the next issue before me is when to lift the stay of the eviction order. The Tenant's sole income is ODSP and government assistance for her children. She is a single mother with intellectual disabilities and asked the Board to grant an extension should the stay be lifted.
7. The Landlord requested an immediate lift of the stay as this tenancy creates an "administrative nightmare" and there is a pattern of delinquency in the payments.
8. Considering all of the circumstances, I find it appropriate to grant the Tenant's request for an extension and lift the stay May 31, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-011756-26, issued on February 13, 2026, is denied.
2. The stay of order LTB-L-011756-26 is lifted on May 31, 2026.
3. Order LTB-L-011756-26 is unchanged.

April 1, 2026
Date Issued

Elena Jacob
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.