



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

Citation: Property Management Partners v Aldridge, 2026 ONLTB 17478

Date: 2026-04-02

File Number: LTB-L-014968-26-SA

In the matter of: 203, 291 SCARLETT RD
YORK ON M6N4L1

Between: Property Management Partners

Landlord

And

Neisha L Aldridge

Tenant

Property Management Partners (the 'Landlord') applied for an order to terminate the tenancy and evict Neisha L Aldridge (the 'Tenant') because the Tenant did not meet a condition specified in the mediated settlement signed by the parties on December 3, 2025 with respect to application LTB-L-072946-25.

The Landlord's application was resolved by order LTB-L-014968-26, issued on February 27, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-014968-26.

This motion was heard by videoconference on March 31, 2026.

The Landlord's agent Lorie Brodie, Landlord's representative Dan Schofield and the Tenant attended the hearing.

Determinations:

The Breach

1. There is no dispute that the Tenant failed to meet a condition specified in the mediated settlement signed by the parties on December 3, 2025 with respect to application LTB-L-072946-25. The Tenant failed to pay the lawful rent of \$2,613.74 on or before February 7, 2026. Instead the Tenant paid \$100.00 on February 8, 2026.

The surrounding circumstances

2. For the reasons below, and after considering all of the relevant circumstances, I find that it would be unfair to set aside order LTB-L-014968-26.

3. The Tenant testified that she did not pay the rent because she disputes the amount she is obligated to pay, and alleges the Landlord failed to meet their maintenance obligations at the rental unit. The Tenant submits she believes the rent should only be \$2,550.00 which is the amount she agreed to pay in the tenancy agreement when she moved in on December 10, 2021. The Tenant disputes the rent increases by the Landlord each year. The Landlord submits the rent is \$2,675.08.
4. The Tenant filed a T2/T6 application after entering into consent agreement to pay the rent in full and on time on December 3, 2026. Having voluntarily agreed to pay the rent, the Tenant then paid an amount in January that was neither the amount the Tenant believes she should pay, nor the amount the Landlord maintains is the lawful rent. She further failed to pay either of those amounts in February or March.
5. The Landlord submits that prior to the consent being entered into the Tenant also would pay amounts that were not in line with either what she claims she owes, or the amount the Landlord submits is the lawful rent. She would continually pay the rent late.
6. Based on the evidence of her income and expenses provided by the Tenant it is evident that she runs a deficit each both by nearly \$2,000.00. The Tenant testified that she has relied on her savings and that now only has a small amount remaining. The Tenant is not employed but receives social assistance income from various sources.
7. The evidence before me demonstrates that the Tenant's refusal to pay the rent in February and March is only partly due to her inability to afford the tenancy, and mostly due to her belief that her maintenance and rent dispute claims should be considered before she will pay the ongoing rent. I say this because she repeatedly failed to even pay the amount she claims is the correct rent amount, and chose instead to pay only \$100.00, although she could afford more. For those reasons it would be unfair to set aside the eviction order.

Lifting the Stay

8. Having found it would be unfair to set aside the eviction order, I now consider when the stay should be lifted.
9. In this regard, I have considered the tenancy is 5 years old. The Tenant lives in the rental unit with her young children, one of whom is special needs and resides at a provincial program. The tenant herself struggles with a cognitive disability. However, the Tenant's income is sufficient to pay market rent, although perhaps not the amount of this rental unit.
10. The landlord submits that they would agree it is not unfair if the Tenant is approximately given 90 days. This request is reasonable and would provide the Tenant and her family with sufficient time to find alternate employment.
11. The stay of order LTB-L-014968-26 will be lifted on July 1, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-014968-26, issued on February 27, 2026, is denied.
2. The stay of order LTB-L-014968-26 is lifted on July 1, 2026.

3. Order LTB-L-014968-26 is unchanged.

April 2, 2026
Date Issued

Julie Broderick
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.