



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

Citation: Lucid v Visneskie, 2026 ONLTB 28630

Date: 2026-04-08

File Number: LTB-L-000462-26-SA

In the matter of: Upper Unit, 568 ROLLING HILLS DR
WATERLOO ON N2L4Z9

Between: Matthew Lucid Landlord

And

Ginger Visneskie Tenants
T Jay Dillon

Matthew Lucid (the 'Landlord') applied for an order to terminate the tenancy and evict Ginger Visneskie and T Jay Dillon (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Tenants did not meet a condition specified in the order issued by the LTB on November 6, 2025 with respect to application LTB-L-070868-25.

The Landlord's application was resolved by order LTB-L-000462-26, issued on January 12, 2026. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-000462-26.

This motion was heard by videoconference on February 5, 2026.

The Landlord and the first-named Tenant attended the hearing.

Determinations:

The Breach

1. There is no dispute that the Tenants failed to meet a condition specified in the order issued by the LTB on November 6, 2025 with respect to application LTB-L-070868-25. The Tenants failed to pay \$1,057.00 towards the arrears by December 31, 2025.

The surrounding circumstances

2. As I am satisfied that the Tenants breached the order issued on March 13, 2024, the next issue before me is whether it would be unfair in all the circumstances to grant the Tenants'

motion and set aside the eviction order issued on January 12, 2026. For the following reasons, I find that it would not be unfair to grant the Tenants' motion.

3. I say this because, at the hearing, I conducted a detailed analysis of the Tenants' monthly income and expenses. Based on the figure the Tenant provided to me, I am satisfied that they have a monthly surplus of approximately \$896.59. This means that the Tenants can afford a modest monthly payment plan.
4. I have also considered that the outstanding arrears are \$2,015.00 which is a manageable amount for the Tenants to pay off.
5. I have also considered that this is a long-term tenancy as the Tenants have lived in the rental unit since July 1, 2026, and are paying well below market rent. This means that it would be financially challenging and extremely difficult for the Tenants to find suitable and affordable accommodations if this tenancy were terminated.
6. Finally, I have considered that the small amount of outstanding arrears is not having a severe financial impact on the Landlord. In fact, at the hearing, it took a great deal of questioning to determine what, if any, impact the arrears were having on the Landlord. Ultimately, the Landlord admitted at the hearing that the outstanding arrears have a "negligible" impact on him and he simply has to spend a little less. Based on the Landlord's testimony, I am satisfied that there is virtually no prejudice to the Landlord if this tenancy is allowed to continue as I am satisfied that the Tenants are able to pay the remaining arrears in a relatively short period of time.
7. For these reasons, and after considering all of the circumstances, I find that it would not be unfair to grant the Tenants' motion and implement a modest payment plan which would see the Tenants pay the remaining arrears within a few months. An order will issue accordingly.

It is ordered that:

1. The motion to set aside Order LTB-L-000462-26, issued on January 12, 2026, is granted.
2. Order LTB-L-000462-26, issued on January 12, 2026, is set aside and cannot be enforced.
3. The previous order issued on November 6, 2025, with respect to LTB-L-070868-25 is cancelled and replaced with the following order:
4. The Tenants shall pay to the Landlord \$2,015.00 for arrears of rent up to February 28, 2026, and costs.
5. The Tenants shall pay to the Landlord the amount set out in paragraph 4 of this order in accordance with the following schedule:
 - a) \$500.00 on or before April 20, 2026;
 - b) \$500.00 on or before May 20, 2026;
 - c) \$500.00 on or before June 20, 2026; and
 - d) \$515.00 on or before July 20, 2026.

6. The Tenants shall also pay to the Landlord new rent in full on or before the first day of each month for the period commencing May 1, 2026, to July 31, 2026, or until the arrears are paid in full, whichever is earlier.
7. If the Tenants fail to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenants to the Landlord pursuant to paragraph 4 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the Board pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after February 28, 2026. The Landlord must make this application no later than 30 days after the Tenants' failure to make a payment.

April 8, 2026
Date Issued

Laura Hartslief
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.