



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

Citation: SiteLine (41 Garfella) Inc. v Andoh, 2026 ONLTB 29786

Date: 2026-04-17

File Number: LTB-L-014570-26-SA

In the matter of: 703, 41 GARFELLA DR
ETOBICOKE ON M9V2G3

Between: SiteLine (41 Garfella) Inc. Landlord

And

Nana-Ama Andoh Tenant

SiteLine (41 Garfella) Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Nana-Ama Andoh (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 mediated settlement signed by the parties on August 14, 2025 with respect to application LTB-L-043027-25.

The Landlord's application was resolved by order LTB-L-014570-26, issued on February 25, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-014570-26.

This motion was heard by videoconference on March 26, 2026.

Only the Tenant attended the hearing.

As of 1:49 p.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the Board. There is no record of a request to reschedule the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. The Tenant does not dispute that she failed to meet a condition set out in the order issued by the Board on August 14, 2025, with respect to application in Board file LTB-L-043027-25. She failed to pay \$800.00 towards the rent arrears on January 25, 2026, and she failed to pay the rent due on February 1, 2026.
2. That means the issue for the Board is whether it would be unfair in all of the circumstances to set aside the eviction order issued on February 25, 2026.

3. The motion currently before the Board arises from an original L1 application for eviction for non-payment of rent. On August 11, 2025, the Landlord and Tenant were before the Board on that application. They agreed to try Board facilitated mediation and then consented to an order containing a repayment plan. The order says the Tenant owes arrears of rent for the period ending August 31, 2025 and costs totalling \$7,736.00 and will pay: \$2,500.00 on or before August 15, 2025; \$800.00 on the 25th of each month from September 25, 2025 to February 25, 2026; the balance owing of \$436.00 on or before March 25, 2026; and new rent on time and in full during the course of the repayment plan.
4. On February 17, 2026 the Landlord filed this application with the Board alleging the Tenant breached the consent order by failing to pay \$800.00 on or before January 25, 2026 and the rent due February 1, 2026. It further says the rent is now \$3,154.89 monthly and the total owing as of the date of filing the application is \$5,190.78 for the period ending February 28, 2026.
5. The Tenant filed this set aside motion on February 25, 2026. It says the Tenant's income was temporarily reduced and she can pay.
6. At the hearing the Tenant told me she paid \$2,000.00 to the Landlord on February 19, 2026 and a further \$1,500.00 on Tuesday March 24, 2026, leaving a balance owing for the period ending March 31, 2026 of \$4,845.67.
7. The Tenant is a single mother. She is working and takes home \$1,946.00 bi-weekly. She also receives the child tax benefit of \$839.00 and is supposed to receive \$1,067.00 in child support. The problem is that when her child support was not paid, she could not meet all her expenses. Her monthly non-rent related expenses total about \$1,785.00 so with rent her total monthly regular expenses are about \$5,000.00. Her total income without the child support is about \$5,055.00 so the Tenant can afford the unit but without the child support she cannot afford the rent arrears payments.
8. The Tenant says her parents are willing to help her out by both contributing \$400.00 monthly towards the rent arrears. She is looking for an additional part-time job. In response to my request, after the hearing she uploaded into Tribunals' Ontario's Portal ('TOP') proof that she applied to the Rent Bank for assistance on March 25, 2026.
9. As the Landlord failed to attend the hearing of the Tenant's motion I do not know anything about the Landlord's circumstances. With respect to the Tenant's circumstances, I note that her default was beyond her control, she complied with the payment plan for more than four months prior to that default, and she has a realistic plan in place to repay the rest. If the Rent Bank application is approved the Tenant will be able to pay off the entirety of the rent arrears. If it is not, then her parents will assist her in making the \$800.00 a month payments towards the arrears she was making prior to the interruption in her child support.
10. Given all of the above, I am satisfied that it would not be unfair in all of the circumstances here to set aside the eviction order and replace the original repayment plan with a similar one. An order shall issue accordingly.
11. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The motion to set aside order LTB-L-014570-26, issued on February 25, 2026, is granted. Order LTB-L-014570-26, issued on February 25, 2026, is set aside and cannot be enforced.
2. Order LTB-L-043027-25 issued on August 14, 2025, is amended by replacing it with the following:
 - 1) The Tenant shall pay to the Landlord \$4,845.67 for arrears of rent up to March 31, 2026, and costs.
 - 2) The Tenant shall pay to the Landlord the amount set out above in paragraph 1) in accordance with the following schedule:
 - a. \$800.00 on or before the 25th of each month for the period May 25, 2026 to October 25, 2026; and
 - b. \$45.67 on or before November 25, 2026.
 - 3) The Tenant shall also pay to the Landlord the rent due for the month of April, 2026 no later than April 30, 2026.
 - 4) The Tenant shall also pay to the Landlord the rent due for the month of May, 2026 no later than May 15, 2026.
 - 5) The Tenant shall also pay to the Landlord new rent on time and in full for the period June 1, 2026 to November 30, 2026, or until the arrears are paid in full.
 - 6) If the Tenant fails 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 Tenant to the Landlord pursuant to paragraph 1) of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the Board within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after March 31, 2026.

April 17, 2026
Date Issued

Ruth Carey
Vice Chair, 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.