



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

Citation: BUTERA PROPERTY HOLDINGS INC. v LEDUC, 2026 ONLTB 31202

Date: 2026-04-17

File Number: LTB-L-002450-26-SA

In the matter of: 204, 155B HAGAR ST
WELLAND ON L3B5Y3

Between: BUTERA PROPERTY HOLDINGS INC.

Landlord

And

ZACHARY LEDUC
JESSICA ARTHUR-SCHERER

Tenants

BUTERA PROPERTY HOLDINGS INC. (the 'Landlord') applied for an order to terminate the tenancy and evict ZACHARY LEDUC and JESSICA ARTHUR-SCHERER (the 'Tenants') and for an order to have the Tenants pay compensation for damage they owe because the Tenants did not meet a condition specified in the consent order issued by the LTB on January 7, 2026 with respect to application LTB-L-092396-25.

The Landlord's application was resolved by order LTB-L-002450-26, issued on January 14, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-002450-26.

This motion was heard by videoconference on February 11, 2026.

The Landlord's agent, L. Mogridge, the Landlord's legal representative, J. Ricci, and the Tenants attended the hearing.

Determinations:

1. The Landlord obtained an *ex parte* eviction order as a result of a breach of a condition in order LTB-L-092396-25 issued on January 7, 2026. The Landlord alleged that the Tenants failed to pay the rent in full and on time for January 2026. In their L4 application, the Landlord stated that the Tenants only paid \$1,185.98 towards the January 2026 rent. The monthly rent is \$1,807.00.

2. The Tenants deny that they breached. It is undisputed that they paid \$807.18 on December 24, 2025, and \$1,185.98 on December 31, 2025. The Tenants paid nothing since that time.
3. I find that the Tenants breached the conditional order issued on January 7, 2026, for the following reasons. It is undisputed that at the time of the hearing on December 15, 2025, the Tenants had not paid the rent for December 2025. The consent order arrived at during the hearing on December 15, 2025, did not take into account the missed December 2025 rent payment. The consent was for the Tenants to pay the rent in full and on time from January 1, 2026, and going forward.
4. While the Tenants testified at this hearing that they believe their payment of \$807.18 on December 24, 2025, and their payment of \$1,185.98 on December 31, 2025, was more than enough to cover the January 2026 rent, they are mistaken. The Landlord had the right to apply their payments to the missed rent of December 2025. In their L4 application, the Landlord's statement shows that the Landlord was willing to apply the \$1,185.98 payment of December 31, 2025, towards the January rent, even though the Landlord would still have been out for the December rent. However, even that amount was insufficient to cover the January 2026 rent payment. The Tenants were mistaken in their belief that they can choose which month's rent to which the Landlord should apply their payment. The Landlord is entitled to apply the Tenants' payment towards past arrears. That means that the Tenants are in breach of the consent order to pay the rent in full and on time on January 1, 2026.
5. Consequently, the Tenants breached the consent order of January 7, 2026. They have continued to breach since they have not paid anything at all since their \$1,185.00 payment at the end of December 2025.
6. The Tenants said that they are finding it difficult to find somewhere else to live. The Tenant, Z. Leduc (ZL) works in the local wine industry for an income of approximately \$3,000.00 per month, and the Tenant, J. Arthur-Scherer (JAS) said she has an income of approximately \$1,900.00 per month. They have three children and JAS is pregnant. They said that they will pay \$500.00 per month in addition to the rent on time going forward to pay off the arrears. The Tenants said that they will do everything in their power to make the agreed payments in order to remain in the unit.
7. The Landlord submits that they have tried to work with the Tenants, they consented to payment plans, but the Tenants repeatedly fail to pay the rent on time, and they have breached previous agreements.
8. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-002450-26, issued on January 7, 2026, for the following reasons. The Tenants consented to a pay-on-time order on December 15, 2026, and they immediately breached it. They did not pay the rent in full and on time for January 2026. The Tenants' payment history shows that the Tenants do not have sufficient income to pay the rent in full and on time. They make various payments towards the rent at all different times of the month. They were unable to comply with their own consent order within two weeks of consenting to it. There has been no change in their circumstances in the last two months that would support their ability to pay the rent on time going forward, and they are now in arrears of over \$3,600.00. I find that it is prejudicial to the Landlord for the tenancy to continue.

9. The Tenants have a limited budget to find an alternative place to live, and they have a large family with a number of young children. Therefore, I find that it is not unfair to lift the stay of order LTB-L-002450-26 on April 30, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-002450-26, issued on January 7, 2026, is denied.
2. The stay of order LTB-L-002450-26 is lifted on April 30, 2026.
3. Order LTB-L-002450-26 is unchanged.

April 17, 2026
Date Issued

Nancy Morris
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.