



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

Citation: DRAKE PROPERTY MANAGEMENT v FACEY, 2026 ONLTB 31268

Date: 2026-04-21

File Number: LTB-L-003714-26-SA

In the matter of: 301, 90 ORENDA CRT
BRAMPTON ON L6W3N1

Between: DRAKE PROPERTY MANAGEMENT Landlord

And

MONICA FACEY Tenants
JELEESA RICHARDS-FACEY

DRAKE PROPERTY MANAGEMENT (the 'Landlord') applied for an order to terminate the tenancy and evict MONICA FACEY and JELEESA RICHARDS-FACEY (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 December 15, 2025 with respect to application LTB-L-078452-25.

The Landlord's application was resolved by order LTB-L-003714-26, issued on January 19, 2026. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-003714-26.

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

The Landlord's legal representative, M. Ciobotaru, and the Tenant, J. Richards-Facey, attended the hearing.

Determinations:

1. The Landlord obtained their *ex parte* eviction order alleging that the Tenants did not pay the January 2026 rent in full and on time.

2. The Tenant, J. Richards-Facey (JRF) admits that the Tenants breached the order of December 2025.
3. JRF said that she has made all the required payments since January 1, 2026. She said that she had a short-term medical leave at the end of December 2025, and that affected her income so that she was not able to pay the rent on time on January 1, 2026. JRF said that her co-Tenant, her mother, is retired, has dementia, and her income is OAS and CPP.
4. JRF said that she is a flight attendant on a regular salary, However, she said that when she takes medical leave she loses income. She said that she is now working full-time for about \$3,000-3,800.00 per month after tax. She said that her mother receives just over \$2,000.00 per month from her various retirement income sources.
5. JRF said that her mother was not contributing to the rent at all for a number of months after she had a car accident. All her money was going towards the car. However, she said that her mother got rid of the car in November 2025.
6. JRF said that she consented to the conditional order at the hearing held on December 9, 2025 in good faith, and she had no idea she would have to remain off work at the recommendation of her cardiologist at the end of December 2025. She said that she is able to keep to the payment schedule going forward because she is working as many hours as possible, and she is looking for a second income source. She said that she has no upcoming hospital appointments, and she has been living in the rental unit for 18 years. JRF said that even if her mother moves to a nursing home, she will be able to sustain the rent on her own by working more hours and getting a second job.
7. The Landlord submits that the motion should be denied because JRF does not have sufficient income to pay the rent on her own, and also because JRF was not in good faith when she consented to the payment plan in December 2025. The Landlord submits that the Landlord consented to the proposed December 2025 payment plan in good faith, even though the Tenants had failed to pay the rent for almost eight months prior to that time, and nevertheless, the Tenants immediately breached it.
8. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-003714-26 issued on January 19, 2026, for the following reasons. Although it appears that JRF may have been aware at the hearing on December 9, 2025, that she would be unable to make the January 1 payment on time, she made the other required payments, one due on December 21, 2025, early, and she made up the January 1 payment and the arrears payment due for that month by January 16, 2026. The uncontested evidence is that the Tenants made all other payments required to the date of the motion hearing. I find that the Tenants have shown a good faith attempt to comply with the consent order of December 9, 2025. The Tenants have been making efforts to improve their monthly income so they can pay the rent on time and the arrears payments going forward. The tenancy has been lengthy, and I find that it is not unfair to provide the Tenants another opportunity to show that they can comply with the consent payment plan and thereby maintain their long-term tenancy.

It is ordered that:

1. The motion to set aside Order LTB-L-003714-26, issued on January 19, 2026, is granted.

2. Order LTB-L-003714-26, issued on January 19, 2026, is set aside and cannot be enforced.
3. The previous order issued on December 15, 2025 with respect to LTB-L-078452-25 is unchanged and it continues in force.

April 21, 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.