



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

Citation: Tomaszewski v Suutari, 2026 ONLTB 35353

Date: 2026-05-06

File Number: LTB-L-020906-26-SA

In the matter of: 153 DENISE CIR
NEWMARKET ON L3X2K1

Between: Kris Tomaszewski Landlord

And

Mark Suutari Tenant
Jaidynn Suutari
Raili Suutari

Kris Tomaszewski (the 'Landlord') applied for an order to terminate the tenancy and evict Mark Suutari (the 'Tenant'), Jaidynn Suutari and Raili Suutari and for an order to have the Tenant pay the rent they owe because the Tenant did not meet a condition specified in the order issued by the LTB on November 10, 2025 with respect to application LTB-L-070791-25.

The Landlord's application was resolved by order LTB-L-020906-26, issued on March 20, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-020906-26.

This motion was heard by videoconference on April 28, 2026.

The Landlord, the Landlord's representative, Deborah Facey, the Tenant and the Tenant's representative, Tigran Sandukhchyan, attended the hearing.

Determinations:

Preliminary issue

Application is amended

1. The parties agreed that Jaidynn Suutari and Raili Suutari were occupants within the meaning of the Act and that the application should be amended to delete Jaidynn Suutari and Raili Suutari as Tenants. The application was amended accordingly.

The Application

There was a breach of the previous order

2. The Tenant admitted that he did not pay the \$400.00 arrears payment on March 1, 2026, nor did he pay the full rent that was due on March 1, 2026.
3. As such, I find that the Tenant failed to meet a condition specified in the order issued by the LTB on November 10, 2025 with respect to application LTB-L-070791-25.

The surrounding circumstances

4. For the following reasons, I find that it would not be unfair to set aside order LTB-L-020906-26.
5. There is no dispute that regardless of the payment terms set out in order LTB-L-070791-25, the parties agreed that the Tenant would pay half the arrears amount (i.e. \$200.00) and half of the monthly rent on the first day of each month with the balance of the arrears amount (i.e. another \$200.00) and the other half of the monthly rent on the 15th day of each month. Despite this arrangement, the Tenant made payments as follows: December 2, 2025, January 2, February 2, February 17, March 2, and March 16, 2026.
6. The Tenant explained that his understanding was that if a payment fell on a weekend or a statutory holiday, the payment could not be sent until the following business day. He admitted, however, that most times he was distracted and failed to e-transfer the payment on time. He is now aware that he can set up automatic e-transfer payments to the Landlord which will eliminate any delay on his part.
7. The Landlord admitted that he did not suffer any hardship from payments from the Tenant being paid one day late, although his representative argued that the Landlord should be able to rely on payments to be made on time.
8. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-020906-26. First, there is no dispute that all arrears payments and new rent is paid up to date. Second, the Landlord did not challenge the Tenant's evidence that since the application was filed, all payments have been made on the date they are due. Third, the Landlord could not identify any prejudice caused by receiving payments one day late.
9. I find no reason to amend the payment schedule set out in order LTB-L-070791-25 issued on November 10, 2025. There is nothing barring the parties from continuing to adhere to their agreement to that half of the arrears payment and monthly rent be paid on the first day of each month, with the balance of the arrears payment and monthly rent being paid on the fifteenth day of each month.

It is ordered that:

1. The motion to set aside Order LTB-L-020906-26, issued on March 20, 2026, is granted.
2. Order LTB-L-020906-26, issued on March 20, 2026, is set aside and cannot be enforced.

3. The previous order issued on November 10, 2025 with respect to LTB-L-070791-25 remains unchanged.

May 6, 2026

Date Issued

Karen Gonçalves

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.