



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

Citation: The Chelsea Green Home Society c/o MF Arnsby Property Management v Riddell,
2026 ONLTB 35460

Date: 2026-05-04

File Number: LTB-L-007121-26-SA

In the matter of: 27, 2000 WAVELL ST
LONDON ON N5V4M8

Between: The Chelsea Green Home Society c/o MF Arnsby Property Management Landlord

And

Janice Riddell Tenant

The Chelsea Green Home Society c/o MF Arnsby Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Janice Riddell (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 November 12, 2025 with respect to application LTB-L-041006-25-RV.

The Landlord's application was resolved by order LTB-L-007121-26, issued on May 4, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-007121-26.

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

The Landlord's representative, Jennifer Smith, the Tenant and the Tenant's representative, Allison Darling, attended the hearing.

Determinations:

1. For the following reasons, the Tenant's motion to set aside order LTB-L-007121-26, issued on May 4, 2026, is granted.

There was a breach of the previous order

2. The Tenant admitted that she did not pay the full rent that was due on January 1, 2026.

3. As such, I find that the Tenant failed to meet a condition specified in the mediated settlement signed by the parties on November 12, 2025 with respect to application LTB-L-041006-25-RV.

The surrounding circumstances

4. The Tenant's representative stated that due to issues with submitting the Tenant's paperwork, she temporarily lost her housing subsidy. As a result, her rent for January, February and March 2026 increased to market rent. The Tenant's housing subsidy was reinstated on March 31, 2026, returning her rent to a subsidized amount on April 1, 2026. The Tenant requests her current payment plan be extended so that she continues to pay \$125.00 per month towards arrears until the arrears are paid in full.
5. The Landlord's representative confirmed that the arrears of rent owed by the Tenant to the Landlord up to April 30, 2026 and costs were \$4,406.00. The Tenant did not dispute this amount. While this was \$1,276 more than the amount set out in the breached order, she admitted the increase was due to the Tenant having lost her housing subsidy for three months. She also admitted that during those three months, the Tenant continued to pay the subsidized portion of her rent. While she was unable to contact the Landlord for instructions, she did indicate that the Landlord was open to a payment plan.
6. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-007121-26. I say this because the Tenant has lived in the unit for twenty-five years and I am satisfied that the breach only arose because she had issues submitting her subsidy paperwork. Given that the Tenant's housing subsidy was reinstated after three months and the Tenant continued to pay the subsidized portion of her rent amount during that period, I am satisfied that the prejudice to the Landlord is minimal. I find no reason that the original payment plan should not be extended to provide the Tenant more time to pay the increased arrears.
7. Therefore, the Tenant's motion to set aside Order LTB-L-007121-26, issued on May 4, 2026, is granted. Order LTB-L-041006-25-RV issued on November 12, 2025 is cancelled and replaced with the order below.

It is ordered that:

1. The motion to set aside Order LTB-L-007121-26, issued on May 4, 2026, is granted.
2. Order LTB-L-007121-26, issued on May 4, 2026, is set aside and cannot be enforced.
3. Order LTB-L-041006-25-RV issued on November 12, 2025 is cancelled and replaced with the following:
4. The total amount the Tenant owes to the Landlord is \$4,406.00 for rent arrears up to April 30, 2026, and costs.

5. The Tenant shall pay the Landlord the amount set out in paragraph 4 in accordance with the following schedule:

On or before May 15, 2026: \$125.00

On or before the first day of each month,
commencing June 1, 2026, up to and
including March 1, 2029 \$125.00

On or before April 29, 2029: \$31.00

6. The Tenant shall also pay new rent on time and in full as it comes due and payable for the period of May 1, 2026, up to and including April 29, 2029, or until the arrears of rent and filing fee are paid in full, whichever date is earliest.
7. If the Tenant fails to make any one of the payments in accordance with paragraphs 5 and paragraph 6 of this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 4 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB 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 April 30, 2026.

May 4, 2026
Date Issued

Karen Gonçalves
Member, 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.