



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

Citation: 6716741 Canada Inc v Kolcze, 2026 ONLTB 35604

Date: 2026-05-07

File Number: LTB-L-108448-25-SA

In the matter of: 103, 172 Sherwood Avenue
Toronto ON M4P2A8

Between: 6716741 Canada Inc Landlord

And

Bella Kolcze Tenant

6716741 Canada Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Bella Kolcze (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 order issued by the LTB on July 2, 2025 with respect to application LTB-L-023093-25.

The Landlord's application was resolved by order LTB-L-108448-25, issued on January 9, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-108448-25.

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

The Landlord's agent, Max Pencer, and the Tenant attended the hearing.

The Tenant met with tenant duty counsel prior to the hearing.

Determinations:

1. For the following reasons, the Tenant's motion to set aside order LTB-L-108448-25 issued on January 9, 2026 is granted.

There was a breach of the previous order

2. The Tenant admitted that she did not pay rent in full on December 1, 2025 nor did she pay the \$266.00 arrears payment she was required to pay by December 1, 2025.

3. As such, I find that the Tenant failed to meet a condition specified in the order issued by the LTB on July 2, 2025 with respect to application LTB-L-023093-25.

The surrounding circumstances

4. The Tenant testified that she advised the Landlord that due to harassment issues at her former workplace, she had left and was transitioning into a new employment role. As such, she would make her required payments as soon as possible. She paid the missed rent payment and arrears payment for December on December 26, 2025 (i.e. the same day the Landlord filed the application).
5. It is undisputed that the arrears payment made by the Tenant on December 26, 2025 represented the Tenant's final payment of arrears set out in order LTB-L-023093-25 issued on July 2, 2025. As such, the Tenant extinguished order LTB-L-023093-25 on December 26, 2025.
6. It is undisputed that there are no current arrears of rent. The Landlord admitted, in fact, that the Tenant had prepaid the amount of \$483.01 towards rent for May 2026.
7. The Landlord's concern was:
 - a) the Tenant's payment of rent were erratic and not being paid when they were due; and
 - b) there was no longer a rent deposit because it had been applied towards the balance owed to the Landlord in order LTB-L-108488-25 on January 9, 2026.
8. With respect to the Landlord's first concern, there is nothing barring the Landlord from filing an application for persistent late payment of rent should he wish to do so.
9. The Landlord's second concern is unfounded. Since I am granting the Tenant's motion to set aside order LTB-L-108448-25, the Tenant's last month's rent deposit is no longer applied to amounts the Tenant owes. The deposit was only applied by virtue of the January 9, 2026 order, which is now cancelled. As such, it remains on deposit with the Landlord.
10. Having considered the breach and the surrounding circumstances, I find that it would not be unfair to set aside order LTB-L-108448-25.

It is ordered that:

1. The motion to set aside Order LTB-L-108448-25, issued on January 9, 2026, is granted.
2. Order LTB-L-108448-25, issued on January 9, 2026, is set aside and cannot be enforced.
3. The previous order issued on July 2, 2025 with respect to LTB-L-023093-25 has been satisfied.

May 7, 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.