



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

File Number: LTB-L-022702-26-SA

In the matter of: 404, 440 CLARKE RD
LONDON ON N5W6H1

Between: ZERIN DEVELOPMENT CORPORATION c/o Landlord
M. F. ARNSBY PROPERTY

And

Cody Regnier Tenant

ZERIN DEVELOPMENT CORPORATION c/o M. F. ARNSBY PROPERTY (the 'Landlord') applied for an order to terminate the tenancy and evict Cody Regnier (the 'Tenant') and for an order to have the Tenant pay compensation for damage they owe because the Tenant did not meet a condition specified in the mediated settlement issued by the LTB on January 30, 2026 with respect to application LTB-L-080540-25.

The Landlord's application was resolved by order LTB-L-022702-26, issued on March 17, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-022702-26.

This motion was heard by videoconference on May 4, 2026.

The Landlord's legal representative Kundai Govereh and the Tenant attended the hearing.

Determinations:

There was a breach of the previous order

1. The Tenant admitted that they failed to meet a condition specified in the order issued by the LTB on January 30, 2026 with respect to application LTB-L-080540-25. Specifically, the Tenant admits that there was loud noise/music/shouting on February 13, February 24, and March 3, 2026.

The surrounding circumstances

2. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-022702-26.

3. The Tenant testified that she is in a wheelchair and experiences mobility issues as a result. She suffered from drug abuse, maintained sobriety for three years, relapsed, and is back sober again. While the Tenant admits there were breaches, she submits that it will not happen again. Nothing in the Tenant's described circumstances provide a reasonable excuse for the breaches.
4. Despite the Tenant's oral evidence that she will comply, I do not find that the Tenant intends to abide by the original order. The Tenant did not breach the original order one time then correct her behaviour. Instead, after the first breach, the Tenant continued to breach the order two more times. The Tenant was given an opportunity through a mediated settlement and failed to follow through with the agreement. Nothing described in the Tenant's circumstances would lead me to conclude that the breaches are likely to stop. As I do not find that the Tenant will comply with the original mediated settlement, it would be inappropriate to set aside LTB-L-022702-26.

The stay is lifted on July 31, 2026

5. The stay of order LTB-L-022702-26 is lifted on July 31, 2026. I find this to be appropriate as the Tenant does suffer from a physical disability and mobility is an issue. An extended termination day provides ample time for the Tenant to find alternative accommodations.

It is ordered that:

1. The motion to set aside Order LTB-L-022702-26, issued on March 17, 2026, is denied.
2. The stay of order LTB-L-022702-26 is lifted July 31, 2026.
3. Order LTB-L-022702-26 is unchanged.

May 11, 2026
Date Issued

Brett Lockwood
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.