



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

File Number: LTB-L-022464-26-SA

In the matter of: 13 ADVENTURA RD
BRAMPTON ON L7A5A7

Between: GURVINDER DIAL Landlord

And

JOSETTE DRUMMOND Tenant

GURVINDER DIAL (the 'Landlord') applied for an order to terminate the tenancy and evict JOSETTE DRUMMOND (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 January 15, 2026 with respect to application LTB-L-099147-25SA.

The Landlord's application was resolved by order LTB-L-022464-26, 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-022464-26.

This motion was heard by videoconference on May 7, 2026.

The Landlord's Legal Representative, Y. Bhuller, the Landlord's Agent, Harjit Dayal, and the Tenant attended the hearing.

Determinations:

There was a breach of the previous order

1. The Tenant failed to meet a condition specified in the mediated settlement signed by the parties on January 15, 2026 with respect to application LTB-L-099147-25-SA. There was no dispute that the Tenant failed to pay the rent in full on or before February 15, 2026.

The surrounding circumstances

2. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-022464-26 and issue a remedial order to provide the Tenant one further opportunity to pay the rent arrears in full and void an eviction.

3. The Tenant stated that after the last hearing in January 2026, she reached out to the Landlord to ask if she could switch the payments, namely pay the rent on the 1st and make the arrears payment on the 15th of each month to align with how she receives her income. She stated that she has made several payments to the Landlord since the last hearing, but acknowledged that they do not align with the conditions set out in the prior order.
4. She stated that this is a six year tenancy and she resides in the unit with her three adult children. She also stated that she is self-employed and her children's income is inconsistent other than one of them who's sole income is ODSP. She further stated that her mother had a serious medical issue and was in the hospital full-time from November 2025 to January 2026, is now in rehabilitation facility and will require supportive care when she is discharged. As a result, the Tenant stated that her mother will come to live with them in the rental unit and therefore she will also have her mother's income to support the household. She requested another payment plan wherein she pays the rent by the 5th day of each month and \$750.00 on or before the 15th day of each month.
5. The Landlord's Legal Representative submitted that this is the Tenant's second motion for a rent arrears application filed in May 2025 wherein the rent arrears owing at that time was \$22,600.00. He also submitted that the current rent arrears and costs total \$22,786.00 to May 14, 2026 meaning that over the period of one year the Tenant has not been able to pay down the rent arrears. He further submitted that the Landlord is prejudiced by the Tenant's continued non-payment and the substantial rent arrears owing. He requested that the motion be denied but was willing to extend the lifting of the stay to give the Tenant some time to vacate.
6. The Tenant responded that she does not want to move out and could not even estimate what timeframe she would require to do so.
7. The rent arrears are substantial and remain at the same amount that was owing one year ago when the Landlord's application was first filed. This is also the Tenant's second motion and second breach of an agreed payment plan. Given this, ordering another payment plan would not be fair to the Landlord.
8. The lawful rent is \$4,500.00 and it is due on the 15th day of each month. The Landlord confirmed that he collected a last month's rent deposit of \$2,700.00 on December 15, 2020 and that no interest has been paid on this deposit. There was no dispute that the rent arrears and costs owing to May 14, 2026 was \$22,786.00.
9. However, the parties were not opposed to a remedial order requiring the rent arrears to be paid in full by June 14, 2026 or the tenancy is terminated.
10. Therefore, I find that having considered all of the circumstances that it would not be unfair to set aside the order and issue a new remedial order to provide the Tenant one last opportunity to void the eviction by full payment of the rent arrears.

It is ordered that:

1. The motion to set aside Order LTB-L-022464-26, issued on March 20, 2026, is granted.
2. Order LTB-L-022464-26, issued on March 20, 2026, is set aside and cannot be enforced.

3. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
4. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$22,786.00 if the payment is made on or before May 14, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$27,286.00 if the payment is made on or before June 14, 2026. See Schedule 1 for the calculation of the amount owing.
5. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after June 14, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 6. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before June 14, 2026.**
 7. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$18,722.10. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
 8. The Tenant shall also pay the Landlord compensation of \$147.95 per day for the use of the unit starting May 8, 2026 until the date the Tenant moves out of the unit.
 9. If the Tenant does not pay the Landlord the full amount owing on or before June 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 15, 2026 at 4.00% annually on the balance outstanding.
 10. If the unit is not vacated on or before June 14, 2026, then starting June 15, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 11. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after June 15, 2026.

May 12, 2026
Date Issued

Lisa Del Vecchio
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on December 15, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 14, 2026

Rent Owing To May 14, 2026	\$72,100.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$49,500.00
Total the Tenant must pay to continue the tenancy	\$22,786.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 14, 2026

Rent Owing To June 14, 2026	\$76,600.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$49,500.00
Total the Tenant must pay to continue the tenancy	\$27,286.00

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$71,002.85
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$49,500.00
Less the amount of the last month's rent deposit	- \$2,700.00
Less the amount of the interest on the last month's rent deposit	- \$266.75
Total amount owing to the Landlord	\$18,722.10
Plus daily compensation owing for each day of occupation starting May 8, 2026	\$147.95 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	