



**Order under Section 94.11
Residential Tenancies Act, 2006**

File Number: LTB-C-023497-26-SA

In the matter of: 1102, 120 ACORN PL
MISSISSAUGA ON L4Z3N5

Between: Dan Benedict Co-operative Homes Co-op

And

Lilian Idaeho Co-op Member

Dan Benedict Co-operative Homes (the 'Co-op') applied for an order to terminate the tenancy and evict Lilian Idaeho (the 'Co-op Member') because the Co-op Member did not meet a condition specified in the with respect to application LTB-C-091004-25 issued on January 27, 2026.

The Co-op's application was resolved by order LTB-C-023497-26, issued on April 14, 2026. This order was issued without a hearing being held.

The Co-op Member filed a motion to set aside order LTB-C-023497-26.

This motion was heard by videoconference on May 12, 2026.

The Co-op and the Co-op Member attended the hearing.

Determinations:

The Breach

1. It is uncontested that the Co-op Member was in breach of the order when she failed to pay the regular monthly housing charges for March 2026 on or before March 1, 2026 and the arrears payment of \$200.00 on or before February 20, 2026.

The surrounding circumstances

2. The Co-op Member testified that after the hearing in February 2026, her hours at work were reduced and she was ultimately laid off in April 2026. This resulted in her continuing to breach the order for the months of April and May 2026.
3. However, the Co-op Member seeks a final opportunity to preserve her tenancy as she has completed her schooling and is looking for jobs to assist with her income as well as help

take care of her siblings who live in foster care but are with her when she is able to watch them.

4. The Co-op Member submits she found housing after leaving the foster care system herself and so she has no other place to go; she explains she is currently receiving Ontario Works benefits and is able to afford her portion of the monthly housing charge with an additional payment of \$150.00 each month until the arrears are paid in full.
5. The Co-op opposes the Co-op Member's motion and submits that they have only received two payments since last February 2025. Further, while the Co-op Member asserts making a \$100.00 payment this month, the Co-op has not yet received these funds. The Co-op submits further that the Co-op Member's portion of the rent is just \$178.00 and even then she is unable to make those payments so the Co-op does not believe that another repayment plan would be successful.
6. The Board's expectation is that conditional orders will be complied with by the parties. The purpose of subsection 94.11 is provide for the possibility of relief from eviction where there has been a breach of an order but there are extenuating circumstances to consider. The Board is usually interested in knowing whether or not the breach was unavoidable, or a result of events beyond the tenant's control. It is also interested in whether or not the tenancy is viable as there is no point in continuing a tenancy where future breaches are inevitable.
7. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-C-023497-26 and impose another repayment plan as requested by the Co-op Member. I say this because, while there was no documentary evidence submitted in support of the assertion, I believe the Co-op Member when she says her hours were reduced at work until she was eventually laid off. There was no evidence from the Landlord to contradict this assertion.
8. However, while the Co-op Member continued to receive funding from Ontario Works, I note that no payment was made to the Co-op until closer to the hearing date – the payment which has not been confirmed by the Co-op.
9. Yet, given the Co-op Member's circumstances, her ability to comply with the repayment plan she proposes in the face of her current circumstances, I find the circumstances warrant granting her a final opportunity to repay her debt to the Co-op and preserve her occupancy rights.
10. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The motion to set aside Order LTB-C-023497-26, issued on April 14, 2026, is granted and replaced with the following order.
2. The arrears and costs owing to May 31, 2026 total \$2,892.00 which shall be paid by the Co-op Member to the Co-op as follows:

- a) \$150.00 on or before May 31, 2026; and
 - b) \$150.00 on or before the 20th of each month commencing June 20, 2026 until the arrears are paid in full.
3. The Co-op Member shall also pay to the Co-op the regular monthly housing charges as they come due in full and no later than the first day of every month commencing June 2026 until the arrears are paid in full.
4. If the Co-op Member fails to make any one of the payments in accordance with this order, the Co-op may, without notice to the Co-op Member and within 30 days of the breach, apply to the Board pursuant to section 94.11 of the Act for an order terminating the tenancy and evicting the Co-op Member and requiring that the Co-op Member pay any new arrears, NSF fees and related charges that became owing after May 31, 2026.

May 21, 2026
Date Issued

Sonia Anwar-Ali
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.