



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

File Number: LTB-L-026914-26-SA

In the matter of: 39 Oikonen Rd
KAKABEKA FALLS ON P0T1W0

Between: LAURITZ PAJAMAKI Landlord

And

LISA MILLER Tenant

LAURITZ PAJAMAKI (the 'Landlord') applied for an order to terminate the tenancy and evict LISA MILLER (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on January 26, 2026 with respect to application LTB-L-101301-25-SA.

The Landlord's application was resolved by order LTB-L-026914-26, issued on March 30, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-026914-26.

This motion was heard by videoconference on May 14, 2026.

The Landlord, the Landlord's legal representative, Tiffany Corradetti, the Tenant and the Tenant's legal representative, Molly MacDonald, attended the hearing.

Determinations:

History for ease of reference

1. The Landlord's originating application was based on an L1 application for non-payment of rent and an L2 application based on an N8 Notice for Persistent Late Payment of Rent (LTB-L-082909-25)
2. At the hearing for both applications on November 19, 2025 the Landlord withdrew the L1 application because there were no rent arrears owing for the period ending November 30, 2025.
3. In that regard, the parties consented to an order for the Tenant to pay the rent in full and on time from December 1, 2025 to November 1, 2026 and subject to section 78 of the *Residential Tenancies Act, 2006* (the 'Act'). This consent order was issued on November 21, 2025.

4. The Landlord filed an L4 application based on an alleged breach of the consent order issued on November 21, 2026. As a result, the Board issued order LTB-L-101301-25 on December 29, 2025 without a hearing being held. The Tenant filed a motion to set-aside that order.
5. The Motion was scheduled to be heard on January 21, 2026. On this date, the parties entered into a consent order to amend the previous order issued on November 21, 2025 to include an extension of the previous terms by an additional two months to January 1, 2027 for the Tenant to pay the rent in full and on time and an agreement to pay the filing fee of \$186 by April 15th or interest would accrue.
6. The parties further agreed to outline rent arrears that were owing at the time and a plan on how to allocate the rent arrears. This correctly did not form part of the order as the original L1 application had been withdrawn at the original hearing. There is nothing prohibiting the Landlord from initiating an application for non-payment of rent if the Tenant faulted on their rent arrears agreement if they feel it is necessary to do so.

There was not a breach of the previous order

1. The Tenant did not fail to meet a condition specified in the order issued by the LTB on January 26, 2026 with respect to application LTB-L-101301-25-SA.
2. The Tenant paid the March rent of \$1,531.50 on February 27, 2026 along with an amount towards the rent arrears on this date. The payment made was \$1,735.00 on this date.
3. The Tenant testified that this payment was intended to pay the March rent in advance as a gesture of good faith because they had forgotten to make their arrears payment of \$200.00 to the Landlord by the 20th of February and remembered when the Landlord called them on the night of February 26th.
4. The Tenant further testified that they were unsure of what the rent increase for March 1, 2026 was, but that they recalled it being \$1,531.00. On this basis they sent more than required.
5. The Landlord submits that the rent payment for March was 50 cents short and that based on the motion document filed by the Tenant, it was clear that the Tenant paid short and that the \$204.00 payment was intended to be put as an overpayment for the arrears.
6. Either way it is sliced, the Tenant did make a payment on February 27, 2026 that was more than the monthly rent. The intention of the payment was that it would cover the rent for March 1st with the intention of paying it early. I do not accept that the payment was 50 cents short of the monthly rent.
7. Accordingly, I am unable to find that the Tenant breached the order by failing to pay the March 2026 rent by March 1, 2026 and therefore the motion must be granted, the order set aside and the underlying L4 application must be dismissed.

Order confusion

8. To set aside some confusion regarding the order issued on January 26, 2026 with respect to their agreement, it is important to note that in the “**It is ordered**” section of that decision,

it unnecessarily states under paragraph 4 that “All other conditions in order LTB-L-082909-25 remain unchanged”. By virtue of the amendments outlined in the order, that statement is redundant and the paragraph ought to have been omitted.

9. Additionally, at the top recital in the order it makes reference to the Landlord filing for a order to terminate the tenancy and evict the Tenant for an *order to have* the Tenant “**pay compensation for damage they owe**” because the Tenant did not meet a condition specified in the order issued by the LTB on November 21, 2025 with respect to application LTB-L-082909-25. This is simply not true and is an error that must be amended. It ought to have said that the order was with respect to persistent late payment of rent or a recital as above stating the breached order date and the applicable file number.
10. For greater clarity, if the Tenant fails to pay the rent in full and on time going forward up to January 1, 2027, then the correct file number to reference on an L4 application is LTB-L-101301-SA that was issued on January 26, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-026914-26, issued on March 30, 2026, is granted.
2. Order LTB-L-026914-26, issued on March 30, 2026, is amended with the following order:
3. The Landlord’s L4 application filed on March 26, 2026 is dismissed.
4. The previous order issued on January 26, 2026 with respect to LTB-L-101301-25-SA is amended as follows:
 1. Paragraph 4 of the order is deleted.

May 19, 2026
Date Issued

Terri van Huisstede
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.