



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

File Number: LTB-L-026112-26-SA

In the matter of: 3, 15 Allenbury Gdns
Toronto ON M2J0G5

Between: Toronto Community Housing Corporation Landlord

And

Denise Furedi Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Denise Furedi (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 January 16, 2026 with respect to application LTB-L-080399-25-RV.

The Landlord's application was resolved by order LTB-L-026112-26, 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-026112-26.

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

The Landlord's agent, Dale Maingot, and the Tenant attended the hearing. The Tenant spoke with Tenant Duty Counsel on the hearing date.

Determinations:

There was a breach of the previous order

1. The Tenant admits that they failed to meet a condition specified in the order issued by the LTB on January 16, 2026 with respect to application LTB-L-080399-25-RV.
2. The Tenant failed to pay the lawful monthly rent of \$633.00 on or by March 1, 2026.
3. The Tenant also failed to pay the arrears payment of \$100.00 on or by March 1, 2026.

The surrounding circumstances

4. The Tenant submits that they received support from their daughter and made a payment to the Landlord of \$738.00 on or about March 19, 2026 and that this payment was for the amount due on March 1, 2026.
5. The Tenant could not provide dates in which they paid the rent and arrears for April or May which were also due on or by the first of each month. They gave no evidence with respect to the February rent and arrears payment aside from asserting they were paid. The Tenant further disputes that the monthly rent is \$633.00 because they submitted that they received notice that their rent was going to be decreased a couple of days prior to the hearing. They did not provide a copy of such statement or document.
6. Pursuant to section 203 of the *Residential Tenancies Act, 2006* (the 'Act') The Board lacks the jurisdiction to determine the lawful rent as it pertains to subsidized housing and rent-geared-to-income housing. Accordingly, it is not my role to determine whether the \$633.00 rent charged is lawful or not and this was explained to the Tenant during the hearing.
7. The Landlord submits that the Tenant has failed to make every payment in full and on time and further submits that the Tenant is currently behind the payment plan by \$221.00 which is more than two months of arrears. The Tenant did not dispute this amount.
8. The Landlord submits that the rent has not decreased as the Tenant suggests and the Landlord submits that the motion should be denied and the stay lifted immediately because they don't believe the Tenant will continue to pay in full and on time considering they dispute the rent amount and have not honoured their own agreement. There is a shortage of affordable housing units in the Toronto area and across the province and there is a large waiting list of prospective tenants waiting for a unit.
9. The Landlord's evidence suggests that the lawful rent is \$633.00 and that the portion they receive from ODSP is \$301.00 per month according to their L4 application. On this basis I cannot accept that the rent has been paid in full and on time as the Tenant submits because they asserted that ODSP is the one paying the rent directly at the end of each month.
10. While I am mindful of the housing shortage, I am also mindful of the Tenants circumstances. If they are no longer living in subsidized housing, their modest income with ODSP and their son's income on OW makes their housing choices limited and unaffordable. However, given that the Tenant disputes the monthly rent and did not dispute that their payments have not been made in full and on time, I find it difficult to believe that the Tenant will make the future payments in full and on time if they were given another opportunity to do so. On this basis, I am unable to find that it would not be unfair to set-aside the eviction order and therefore the motion must be denied.
11. I do however find it appropriate to give the Tenant additional time to find alternative housing considering they have mobility issues and have lived in the unit for approximately 6 years and find that August 31, 2026 is adequate based on the information disclosed.
12. The stay of order LTB-L-026112-26 is lifted on August 31, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-026112-26, issued on March 30, 2026, is denied.
2. The stay of order LTB-L-026112-26 is lifted August 31, 2026.
3. Order LTB-L-026112-26 is unchanged.

May 25, 2026

Date Issued

Terri van Huisstede

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.