



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

File Number: LTB-L-019067-26-SA

In the matter of: 71 FESTA WAY
WHITBY ON L1P1Y5

Between: Aamir Vahidy
Aisha Chohan Landlords

And

Lorenza St-Martin Tenant

Aamir Vahidy and Aisha Chohan (the 'Landlords') applied for an order to terminate the tenancy and evict Lorenza St-Martin (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 February 18, 2026 with respect to application LTB-L-100736-25.

The Landlord's application was resolved by order LTB-L-019067-26, issued on March 9, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-019067-26.

This motion was heard by videoconference on April 20, 2026.

The Landlord's legal representative T. Sivapatham 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 order issued by the LTB on February 18, 2026, with respect to application LTB-L-100736-25 specifically, the Tenant failed to pay the lawful rent due on March 1, 2026.

The surrounding circumstances

2. The parties agree that the only amount outstanding is the application filing fee of \$186.00. The Tenant paid the amounts due pursuant to LTB-L-100736-25, including new rent that came due for the month of April 2026.

3. The Tenant testified that the filing fee would be paid within two weeks of the date of the hearing.
4. The Tenant has resided in the rental unit for five years and explained that because of a death in her family she lost income. The Tenant further testified that she lost income because of the Landlord however, when asked to explain how the Landlord caused her to lose income, the Tenant would not explain the situation characterizing the issue as a “personal matter”.
5. The Tenant refused to answer questions in relation to her income or employment, and was unwilling to answer cross examination questions posed by the Landlord’s representative.
6. The Landlord’s representative made submissions that despite the filing fee being the only amount outstanding, the Tenant failed to adhere to the payment schedule which defeats the purpose of entering into payment agreements.
7. The Landlord’s representative submits that the rent arrears were ultimately paid in lump sums after the date that the last payment was due pursuant to the order, and not in accordance with the payment schedule.
8. The Landlord’s representative made further submissions that rent for the month of May 2026 would be due within 10 days of the date of the hearing however, the accumulation of future arrears is speculative.
9. The Landlord’s representative asked that the Tenant’s motion be denied, and the stay of the ex-parte order lifted.
10. The Divisional Court has stated in the case of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) that eviction is a remedy of last resort and, after considering all of the circumstances, I find that it would not be unfair to set aside order LTB-C-007060-26.
11. Despite the Tenant’s refusal to meaningfully participate in the proceedings it was undisputed that the arrears and new rent was paid. The Tenant’s failure to adhere to the payment dates that were agreed is not condoned however, it would not be appropriate to terminate this five-year tenancy based on the application filing fee only.
12. The Tenant paid all the rent that was in arrears, and new rent up to April 30, 2026. If the Tenant has not already done so, the Tenant shall pay to the Landlord \$186.00 on or before June 8, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-019067-26, issued on March 9, 2026, is granted.
2. Order LTB-L-019067-26, issued on March 9, 2026, is set aside and cannot be enforced.
3. The previous order issued on February 18, 2026 with respect to LTB-L-100736-25 is amended as follows:

4. The Tenant has paid the rent that was in arrears and new rent that came due up to April 30, 2026. The Landlords incurred costs of \$186.00 to file the Application and is entitled to those costs.
5. If the Tenant has not already done so, the Tenant shall pay to the Landlords \$186.00 on or before June 8, 2026.
6. If the Tenant does not pay the Landlords the full amount owing on or before June 8, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 9, 2026, at 4.00% annually on the balance outstanding.

May 28, 2026
Date Issued

Kyle McGraw
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.