



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

File Number: LTB-L-029470-26-SA

In the matter of: 23, 515 NORTH SERVICE RD
STONE CREEK ON L8E5X8

Between: Laurie Didyk-Mindorff Landlord

And

Carolyn Lawrence Tenant

Laurie Didyk-Mindorff (the 'Landlord') applied for an order to terminate the tenancy and evict Carolyn Lawrence (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 5, 2026 with respect to application LTB-L-097958-25.

The Landlord's application was resolved by order LTB-L-029470-26, issued on April 13, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-029470-26.

This motion was heard by videoconference on May 27, 2026.

The Landlord's representative Kristen Mindorff and the Tenant attended the hearing.

Determinations:

The Breach

1. There is no dispute that the Tenant failed to meet a condition specified in the order issued by the LTB on February 5, 2026 with respect to application LTB-L-097958-25. The Tenant failed to pay the lawful monthly rent on April 1, 2026.

The surrounding circumstances

2. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-029470-26.
3. The Tenant experienced a reasonable, and unforeseeable circumstance that was out of their control, which led to their inability to pay the rent on April 1, 2026 or May 1, 2026.

The Tenant provided evidence that on March 25, 2026 their short term disability provider withheld their disability payments in order to re-assess the Tenant for long term disability. The assessment was completed by the first week in May and the Tenant was forwarded a lump sum at the start of May. She then forwarded three sums totaling \$7,741.00 to the Landlord in payment for May and April rent. She also paid the arrears payment on April 20, 2026. Finally the Tenant forwarded the remaining amount owing for all arrears on May 21, 2026. These payments mean the Tenant is no longer in arrears.

4. The Landlord's representative submitted that it would be prejudicial to the Landlord to set aside the eviction order, because the Tenant continued to also be persistently late in paying rent in April and May, and because of the Tenant's improper communications with the Landlord which are ongoing.
5. There is no L2 application by the Landlord before me or filed with the Board. The order before me is one for non-payment and persistent late payment of rent. Section 78 does not entitle the Landlord to an application for eviction on the basis of grounds for termination that did not arise from the original notice of termination and application. The Landlord is open to serving the Tenant with an N5 notice of termination if they have issues with the Tenant's behaviour substantially interfering with the rights.
6. I note that the phrase "all the circumstances" in section 78(11) does not include circumstances that have no relation or nexus to the matter before me. Widening the scope to the entire tenancy relationship between the parties would be contrary to section 78(1) and the purpose of the Act and would be fundamentally unfair.
7. I am satisfied based on the evidence of the Tenant's unforeseeable circumstances, that it would not be unfair to set aside the eviction order.
8. However, the term related to persistent late payment was not satisfied. While the Tenant had a reasonable explanation for late payment in April and May, the term related to persistent late payment which was consented to by the parties, should remain. I find that it would not be unfair for the Tenant to continue being subject to that term.

It is ordered that:

1. The motion to set aside Order LTB-L-029470-26, issued on April 13, 2026, is granted.
2. Order LTB-L-029470-26, issued on April 13, 2026, is set aside and cannot be enforced.
3. The previous order issued on February 5, 2026 with respect to LTB-L-097958-25 is amended by deleting all the terms therein and replacing them with the following terms.
4. The Tenant shall pay rent in full and on time by the first (1st) day of the month for a period of 6 months from June 1, 2026 until and including January 1, 2027.
5. If the Tenant fails to comply with the condition set out in paragraph 4 of this order, the Landlord may apply under section 78 of the Residential Tenancies Act, 2006 (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

May 29, 2026
Date Issued

Julie Broderick
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.