



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

Citation: Peel Housing Corp O/A Peel Living v Ashley, 2026 ONLTB 18324

Date: 2026-06-03

File Number: LTB-L-005022-26-SA

In the matter of: 510, 20 CEREMONIAL DR
MISSISSAUGA ON L5R3E5

Between: Peel Housing Corp O/A Peel Living Landlord

And

Marvelette Ashley Tenant

Peel Housing Corp O/A Peel Living (the 'Landlord') applied for an order to terminate the tenancy and evict Marvelette Ashley (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 May 23, 2025 with respect to application LTB-L-014779-25.

The Landlord's application was resolved by order LTB-L-005022-26, issued on January 26, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-005022-26.

This motion was heard by videoconference on February 25, 2026.

The Landlord's Legal Representative Bhupinder Vaid and the Tenant attended the hearing.

Determinations:

1. An oral decision granting the motion to set aside the *ex parte* order was given at the hearing on February 25, 2026, confirming the Board's determinations and terms of the conditional order as set out below.
2. Issuance of this order on March 2, 2026 was inadvertently missed due to an administrative error, and has only recently come to my attention, which explains the issuance delay. I note that, at the hearing on February 25, 2026, the parties acknowledged the terms of the order on the record and I was satisfied that they understood the consequences of breaching those terms.
3. There is no disagreement that the Tenant failed to meet a condition specified in the order issued by the LTB on May 23, 2025 with respect to application LTB-L-014779-25. The Tenant failed to pay \$292.67 towards the arrears of rent on or before December 20, 2025 and the lawful rent of \$1,458.00 in full on or before January 1, 2026.

The surrounding circumstances

4. After considering all of the circumstances, I determined that it would not be unfair to set aside order LTB-L-005022-26.
5. The Landlord provides subsidized housing. The Tenant began being charged market rent for the rental unit in December 2022. She testified that she is a school bus driver whose income depends on the number of days she works. She also takes on extra work during the summer when school is not in session. The Tenant testified that she finds it hard to pay the entire rent on the 1st day of each month because of the timing of her pay cheques.
6. The Tenant applied for reinstatement of her subsidy prior to the hearing and the eligibility determination was not yet completed. The Landlord had also referred the Tenant to Ontario Works to apply to supplement her income.
7. The Tenant has indicated that, and the Landlord is aware that, the municipality of Peel Region Housing Stability Fund has agreed to assist the Tenant with paying off some or all the arrears owing should a conditional order be granted.
8. The Landlord is concerned about the Tenant's history of late payments and failing to pay the rent in full. The Landlord has no desire to oust the Tenant but, according to the Landlord's Legal Representative, the arrears have not been reduced in a meaningful way since the initial hearing of the Landlord's arrears application.
9. The Tenant has resided in the unit since 2015. Her adult son and 10 yr. old autistic grandson live with her. She is confident she can get back on track by making the full rent payments in future. The burden will be greatly reduced if her subsidy is reinstated.
10. I am satisfied that a conditional order is appropriate in these circumstances, to give the Tenant one further opportunity to commit to paying the rent in full and on time to preserve her tenancy.

It is ordered that:

1. The motion to set aside Order LTB-L-005022-26, issued on January 26, 2026, is granted.
2. Order LTB-L-005022-26 is set aside and cannot be enforced.
3. The previous order issued on May 23, 2025 with respect to LTB-L-014779-25 is cancelled and replaced with the following.
4. The tenancy between the Landlord and the Tenant shall not terminate and shall continue, subject to the conditions as set out in this order.
5. The Tenant shall pay to the Landlord \$6,341.00 which represents the rent arrears owing to February 28, 2026 and costs.
6. The Tenant shall pay the amount set out in paragraph 5 of this order in accordance with the following schedule:
 - (1) \$200.00 per month on the 21st day of each month starting June 21, 2026, and continuing on until May 21, 2028, and
 - (2) a final payment of \$1,541.00 on June 21, 2028.

7. The Tenant shall also pay to the Landlord the lawful rent on time and in full as it comes due and owing for the period starting July 1, 2026 to June 1, 2028 or until the arrears are paid in full, whichever is earliest, as follows:
 - (1) 50% of the lawful rent on the 1st day of each month; and
 - (2) 50% of the lawful rent on the 21st day of each month.
8. To be clear, the total amount the Tenant shall pay on the 21st day of each month shall be 50% of the lawful rent plus \$200.00. Any of the arrears amounts the Tenant has paid to the Landlord prior to and as of the date of this order shall be applied to reduce the timeline for payment of the outstanding arrears.
9. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 5 of this order shall become immediately due and owing.
10. If the Tenant fails to make any one of the payments in accordance with this order, the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the particular breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after February 28, 2026.

June 3, 2026
Date Issued

Elle Venhola
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.