



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

Citation: JSS Riverdale Holdings Inc. v Kondo Tshiaba, 2026 ONLTB 44018

Date: 2026-06-05

File Number: LTB-L-031329-26-SA

In the matter of: 15, 653 ST. LAURENT BLVD
OTTAWA ON K1K3A6

Between: JSS Riverdale Holdings Inc. Landlord

And

Raissa Kondo Tshiaba Tenant
Ndjibu Kabengele

The capitalized word "Landlord" and/or "Tenant" refer to all parties identified as each at the top of the order.

JSS Riverdale Holdings Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Raissa Kondo Tshiaba and Ndjibu Kabengele (the 'Tenant') and 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 January 20, 2026 with respect to application LTB-L-080463-25.

The Landlord's application was resolved by order LTB-L-031329-26, issued on April 20, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-031329-26.

This motion was heard by videoconference on June 1, 2026.

The Landlord's Agent Marcus Saikaley 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 January 20, 2026 with respect to application LTB-L-080463-25; the Tenant did not pay the rent in full and on time due April 1, 2026

The surrounding circumstances

2. The Tenant submitted the set aside should be granted. He testified his wife's father passed away on March 4, 2026, therefore she had to go to the Congo to handle the arrangements. Prior to the Tenant leaving, they received a letter from the City of Ottawa advising that the Landlord's taxes were being reduced and the rent was being reduced from \$1649.12 per month to \$1646.24; therefore, she paid the lower amount on April 1, 2026. The mistake was corrected when they found out late April that the rent had not been lowered, therefore it was \$2.76 short. They take the pay-on time order seriously and would not jeopardize their tenancy by being short; it was an honest mistake; rent is paid approximately 10-days prior to the due date.
3. The Landlord's Agent submitted the set aside should be denied. He agrees with the facts as set out by the Tenant but since 2018 they have been paying late, resulting in the N8 notice of termination and subsequent L2 application. The member at the last hearing made it clear that the Tenant had to pay in full and on time. Although it is a small amount, it is the Tenant's responsibility to pay on time.
4. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-031329-26. There is no dispute that the Tenant breached the order in April 2026 by being short \$2.76, however, this was due to an honest but mistaken belief that the rent had decreased. Upon discovery of the mistake, the amount was paid along with the following month's rent; this shows the Tenant's good faith efforts to comply the consent order. Therefore, I find it fair and reasonable that despite the error in April 2026, the tenancy be allowed to continue' the original pay-on-time order shall be put back in place. The Tenant is being given another opportunity to preserve their tenancy; the Tenant shall abide by the remaining pay-on-time requirements.

It is ordered that:

1. The motion to set aside Order LTB-L-031329-26, issued on April 17, 2026, is granted.
2. Order LTB-L-080463-26, issued on January 20, 2026, is put back in place.

June 5, 2026
Date Issued

Diane Wade
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.