



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

File Number: LTB-L-029509-26-SA

In the matter of: 1, 59 REYNIER DR
BRAMPTON ON L6Z1L2

Between: Sahathevan Muhunthan Landlord
Vanaja Muhunthan

And

Riley Lohnes Tenant
Denise Lohnes

Sahathevan Muhunthan and Vanaja Muhunthan (the 'Landlord') applied for an order to terminate the tenancy and evict Riley Lohnes and Denise Lohnes (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-103690-25.

The Landlord's application was resolved by order LTB-L-029509-26, 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-029509-26.

This motion was heard by videoconference on June 2, 2026.

The Landlord Sahathevan Muhunthan and the Tenant Denise Lohnes attended the hearing.

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 February 18, 2026 with respect to application LTB-L-103690-25. Specifically, the Tenant admits that they did not pay \$600.00 towards the arrears on April 1, 2026. Additionally, the Tenant failed to pay the entire amount of the monthly rent on April 1, 2026.

The surrounding circumstances

2. The Tenant testified that she mis-diarized the date on which she believed the \$600.00 arrears payment was to be made (instead of the ordered April 1, 2026, the Tenant believed it was due April 15, 2026). The Tenant made the arrears payment to the Landlord on April 14, 2026. After realized the proper date, the Tenant made the \$600.00 arrears payments due for May 1, 2026 and June 1, 2026 on time.
3. The Tenant also testified that she paid the monthly rent for April, but accidentally short paid by \$7.50. The Tenant subsequently also short paid May rent by \$7.50 as well. At the hearing, the Tenant paid the Landlord \$15.00 to ensure they were no longer in arrears of the monthly rent for April and May. The Tenant paid the rent for June 2026 on time and in full.
4. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-029509-26. The Tenant's explanation of what occurred in missing the payment date was a simple misunderstanding, which was corrected as soon as it became known. Furthermore, the short payment of rent for April and May was nominal. The Tenant's actions were not malicious, and I do not find it reasonable to terminate the tenancy as a result. Given the circumstances of the breach, I find it fair to reinstate the original order and allow the Tenant an opportunity to preserve the tenancy by continuing the payments as ordered.

It is ordered that:

1. The motion to set aside Order LTB-L-029509-26, issued on April 13, 2026, is granted.
2. Order LTB-L-029509-26, issued on April 13, 2026, is set aside and cannot be enforced.
3. The previous order issued on February 18, 2026 with respect to LTB-L-103690-25 remains in force.

June 5, 2026
Date Issued

Brett Lockwood
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.