



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

Citation: Drysdale-Chung v Leveck, 2026 ONLTB 44845

Date: 2026-06-12

File Number: LTB-L-028799-26-SA

In the matter of: 53 EDGEWATER BLVD
PETERBOROUGH ON K9H1A4

Between: Karen Drysdale-Chung Landlord

And

Jeremy Leveck
Erin Francis Tenants

Karen Drysdale-Chung (the 'Landlord') applied for an order to terminate the tenancy and evict Jeremy Leveck and Erin Francis (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Tenants did not meet a condition specified in the order issued by the LTB on February 23, 2026 with respect to application LTB-L-001362-26.

The Landlord's application was resolved by order LTB-L-028799-26, issued on April 13, 2026. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-028799-26.

This motion was heard by videoconference on May 26, 2026.

The Landlord's legal representative Crystal Francey, the Landlord's agent Bethann Corfe, and the Tenant Jeremy Leveck attended the hearing.

Determinations:

There was a Breach of the Previous Order

1. The Tenant acknowledged that they failed to meet a condition specified in the order issued by the LTB on February 23, 2026, with respect to application LTB-L-001362-26. Specifically, the Tenants failed to pay the lawful rent due by March 27, 2026.

The Surrounding Circumstances

2. The Tenant Jeremy Leveck testified that he has made up any missed payments and the remaining balance of rent arrears owed is \$500.00. The Tenant gave evidence that the \$500.00 outstanding would be paid on or before June 1, 2026.

3. The Tenant explained that the reason he was unable to make the payments pursuant to the original order was because he experienced a heart attack on April 24, 2026, that required hospitalization.
4. The Tenant gave evidence that he had recently started back to work and was able to catch up on arrears payments until his heart attack which caused the breach of the previous order.
5. The Tenant testified that he is starting back to work on May 27, 2026, and his wife is currently "fully employed". The Tenant further testified that because of the uncertainty of his situation he was unable to determine whether he would require surgery or be able to return to work which is why the Landlord was not kept apprised of his situation.
6. The Landlord's representative made submissions that the motion should be denied because the Tenant breached the previous order and failed to communicate any of the purported health issues.
7. The Landlord's representative made further submissions that in the absence of any evidence submitted by the Tenant to corroborate their testimony in relation to their heart attack, the Tenant's uncorroborated testimony should be given little weight.
8. The Landlord submitted a ledger at the hearing confirming that the balance of rent arrears as of the date of the hearing was \$500.00.
9. The date of the Tenant's heart attack was after the date of the breach and could not have caused or contributed to the breach of the previous order. Despite this, the Tenants have made significant payments to reduce the arrears and the balance of rent arrears on the date of the hearing was \$500.00.
10. Given that a large portion of the arrears have been paid, and the Tenant asserted that the balance could be paid by June 1, 2026, the Tenant's motion to set aside was provisionally granted providing post-hearing submissions were received by May 29, 2026, to corroborate the Tenant's testimony in relation to the intervening medical event.
11. On May 26, 2026, the Tenant uploaded 4 separate documents to the Tribunals Ontario Portal (TOP) including a photos of an undiscernible prescription/receipt (DOC-8035480), a referral to the Peterborough cariology department (DOC-8035505), a medical diagram pertaining to the Tenant (DOC-8035452), and a document that makes recommendations about "follow-up care", medications, and physical limitations (DOC8035550).
12. The final document submitted by the Tenant at DOC8035550 would otherwise not be helpful to making a determination except for the turned page in the top left corner of the picture wherein the words "Heart Attack" can be seen through the backside of the page.
13. The Landlord was given until June 3, 2026, to provide written submissions challenging or objective to the Tenant's submissions. Neither the Landlord nor their representative filed submissions objecting to the Tenant's submissions.
14. 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-L-028799-26.

It is ordered that:

1. The motion to set aside Order LTB-L-028799-26, issued on April 13, 2026, is granted.
2. Order LTB-L-028799-26, issued on April 13, 2026, is set aside and cannot be enforced.
3. The L1 portion of the previous order issued on February 23, 2026, with respect to LTB-L-001362-26 is amended as follows:
4. The Tenants owe arrears of rent and costs up to May 31, 2026, in the amount of \$500.00.
 - a. If the Tenants have not already paid the arrears set out in paragraph 4, the Tenants shall pay to the Landlord \$500.00 on or before June 19, 2026.
 - b. If the Tenants fail to make the payment in accordance with paragraph 4 a. of this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenants to the Landlord pursuant to paragraph 4 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after May 31, 2026.
5. The L2 portion of order LTB-L-001362-26 is unchanged.

June 12, 2026
Date Issued

Kyle McGraw
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.