



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

Citation: Ottawa Community Housing v Lavergne, 2026 ONLTB 47398

Date: 2026-06-16

File Number: LTB-L-096410-25-SA

In the matter of: 404 MONSEIGNEUR LEMIEUX AVE
OTTAWA ON K1K1P2

Between: Ottawa Community Housing

Landlord

And

Lise Lavergne

Tenant

Ottawa Community Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Lise Lavergne (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 September 26, 2025 with respect to application LTB-L-056711-25.

The Landlord's application was resolved by order LTB-L-096410-25, issued on November 24, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-096410-25.

This motion was heard by videoconference on May 12, 2026.

The Landlord's Agent, Beth Cumming, and the Tenant attended the hearing.

Determinations:

There was a breach of the previous order

1. It was undisputed that the Tenant failed to meet a condition specified in the order issued by the LTB on September 26, 2025, with respect to application LTB-L-056711-25 by failing to pay rent that was due November 1, 2025 in full and on time.

The surrounding circumstances

2. The Tenant testified that she was removed from Ontario Works ("OW") and then missed a payment and it made her spiral and she ended up in the hospital. The Tenant testified that she has underlying medical issues and this all set off some mental health issues.

3. The Tenant testified that she has recently found a family doctor who has helped her get on track with her medical issues and mental health and she is now in a place where she can afford to pay ongoing rent and \$640.00 per month toward the arrears.
4. The Tenant testified that she was working with OW to try and get them to pay a lump sum toward the arrears to bring them down as well as to provide an ongoing subsidy to make it easier for her to pay the rent on an ongoing basis. However, the Tenant did not have any guarantees she would secure those sources of funding.
5. The Tenant testified that her 28-year-old son lives with her, and she has 50/50 custody of her grandson, so she receives child tax for him. The Tenant testified that between her OW, her son's OW, child tax, and support from her mother, she had sufficient income to pay the rent, arrears, and expenses.
6. The Landlord's Agent provided that the Landlord was opposed to a payment plan since the Tenant had not followed the previous payment plan and had made no payments since October 2025. The Landlord's Agent provided that the Landlord felt the tenancy was no longer viable.
7. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-096410-25.
8. The Act is remedial in nature. In *Matthews v. Algoma Timberlakes Corp.*, 2010 ONCA 468 (CanLII), [2010] O.J. No. 2710 (C.A.) ("*Matthews*"), the Court of Appeal for Ontario ruled, at paragraph 22: "Given the remedial nature of the Act, its provisions must be interpreted liberally to ensure the realization of its objectives." At paragraph 32, the Court of Appeal concluded: "The purpose of the legislation is to provide protection to tenants."
9. The Court of Appeal for Ontario's reasons in *Matthews* are consistent with earlier decisions by the Court, and by the Divisional Court, that the purpose of *Residential Tenancies Act*, 2006 (the 'Act') is to promote security of tenure.
10. Therefore, terminating a tenancy and evicting a tenant from a rental unit is a remedy of last resort.
11. I am satisfied that the Tenant's failure to adhere to the payment plan was due to her medical and mental health issues that have since been sorted out with the assistance of her new doctor.
12. I also accept the Tenant's evidence regarding her ability to pay the ongoing rent and adhere to her proposed payment plan. While I accept that the arrears may have had an impact on the Landlord, I am not satisfied based on the evidence provided that the Landlord is experiencing hardship such that it would be unfair to grant relief. In my view, it would not be unfair to issue a conditional order in order to give the Tenant one more opportunity to preserve the tenancy. If they fail to meet the terms of the conditional order the Landlord may apply under section 78 of the Act for eviction.
13. The parties agreed that the Tenant owes \$15,403.56 for arrears of rent to May 31, 2026, inclusive of filing fee and the Landlord's cost for filing with the Court Enforcement Office.

14. Given the date this order is being issued, the Tenant shall have until June 27, 2026, to pay her rent for June 2026 if she has not already done so. After that, and for the duration of the payment plan, she will be required to pay the rent in full and on time.

It is ordered that:

1. The motion to set aside Order LTB-L-096410-25, issued on November 24, 2025, is granted.
2. Order LTB-L-096410-25, issued on November 24, 2025, is set aside and cannot be enforced.
3. The previous order issued on September 26, 2025, with respect to LTB-L-056711-25 is amended and replaced as follows:
4. The Tenant shall pay to the Landlord \$15,403.56 for arrears of rent to May 31, 2026, inclusive of filing fee and enforcement costs.
5. The Tenant shall pay to the Landlord the amount set out in paragraph 4 in accordance with the following schedule:

Payment Date	Payment Amount	Balance Remaining
July 20, 2026	\$640.00	\$14,763.56
August 20, 2026	\$640.00	\$14,123.56
September 20, 2026	\$640.00	\$13,483.56
October 20, 2026	\$640.00	\$12,843.56
November 20, 2026	\$640.00	\$12,203.56
December 20, 2026	\$640.00	\$11,563.56
January 20, 2027	\$640.00	\$10,923.56
February 20, 2027	\$640.00	\$10,283.56
March 20, 2027	\$640.00	\$9,643.56
April 20, 2027	\$640.00	\$9,003.56
May 20, 2027	\$640.00	\$8,363.56
June 20, 2027	\$640.00	\$7,723.56
July 20, 2027	\$640.00	\$7,083.56
August 20, 2027	\$640.00	\$6,443.56
September 20, 2027	\$640.00	\$5,803.56
October 20, 2027	\$640.00	\$5,163.56
November 20, 2027	\$640.00	\$4,523.56
December 20, 2027	\$640.00	\$3,883.56
January 20, 2028	\$640.00	\$3,243.56
February 20, 2028	\$640.00	\$2,603.56
March 20, 2028	\$640.00	\$1,963.56
April 20, 2028	\$640.00	\$1,323.56
May 20, 2028	\$640.00	\$683.56
June 20, 2028	\$640.00	\$43.56
July 20, 2028	\$43.56	\$0.00

6. The Tenant shall pay to the Landlord the rent for June 2026 on or before June 27, 2026.
7. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period of July 1, 2026, to July 1, 2028, or until the arrears are paid in full, whichever date is earliest
8. 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 4 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pays any new arrears, NSF fees and related charges that became owing after May 31, 2026.

June 16, 2026
Date Issued

Nicole Pedron
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.