



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

Citation: Maiato v Musonge, 2026 ONLTB 47444

Date: 2026-06-17

File Number: LTB-L-025806-26-SA

In the matter of: 910, 257 LISGAR ST
OTTAWA ON K2P0C7

Between: Daniel Maiato Landlord

And

Tom Musonge Tenant

Daniel Maiato (the 'Landlord') applied for an order to terminate the tenancy and evict Tom Musonge (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 mediated settlement agreed to by the parties and issued on September 29, 2025 with respect to application LTB-L-057011-25.

The Landlord's application was resolved by order LTB-L-025806-26, issued on March 27, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-025806-26.

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

The Landlord and the Tenant attended the hearing.

Determinations:

Tenant's Adjournment Request

1. The Tenant requested an adjournment because he wanted more time to prepare and make payments. The Tenant indicated that he was dealing with some mental health issues and that it made preparing difficult. The Tenant also wanted to try and reach out to potentially find legal counsel.
2. The Landlord was opposed to the adjournment because there had been no communication from the Tenant and the Tenant had only reached out last minute to try and communicate with the Landlord.

3. I denied the adjournment request as I was not satisfied it was necessary for an adequate hearing to be held. I was satisfied that the Tenant had received sufficient notice of the hearing and had an adequate opportunity to prepare. I was not satisfied that the Tenant established what would change should an adjournment take place, other than some extra payments, which really went toward the circumstances of whether it would be fair to set aside the order rather than whether an adequate hearing could be held.
4. Furthermore, while a party does have the right to be represented, that right is not absolute and the Tenant did not satisfy me that he had taken reasonable steps to secure legal counsel prior to the hearing.
5. Therefore, I determined the hearing would proceed.

There was a breach of the previous mediated settlement

6. It was undisputed that the Tenant failed to meet a condition specified in the mediated settlement agreed to by the parties and issued on September 29, 2025, with respect to application LTB-L-057011-25 by failing to pay March 2026 rent in full and on time and failing to pay the arrears payment on or before March 1, 2026.

The surrounding circumstances

7. The Tenant testified that he was making payments and then in January 2026 he got a letter indicating that there was going to be a reduction in rent and it was confusing to him. The Tenant testified he then missed a payment on the consent agreement and panicked. The Tenant testified that he was dealing with some mental health issues and a medicine change at the same time and was not doing well which caused him to spiral.
8. The Tenant testified that he needs to have a places to stay for his mental health stability and is now on new medication that is working very well. The Tenant testified that he able to pay the arrears in either 3 or 4 payments as he got an increase in pay at work and just needs an opportunity to finish paying the arrears.
9. The Landlord testified that given the long period of time with no communication the Landlord is no open to another payment plan. The Landlord testified that the Tenant was aware what would happen if a payment was missed and the Landlord wants to follow through with the eviction.
10. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-025806-26.
11. 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."

12. 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.
13. Therefore, terminating a tenancy and evicting a tenant from a rental unit is a remedy of last resort.
14. I am satisfied that the Tenant's failure to adhere to the payment plan was due to his confusion over the rent reduction and his mental health issues that have since been sorted out with the assistance of his new medication.
15. I also accept the Tenant's evidence regarding his ability to pay the ongoing rent and adhere to his 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.
16. The parties agreed that the Tenant owes \$5,470.53 for arrears of rent to May 31, 2026, inclusive of the Landlord's filing fee.
17. Given the date this order is being issued, the Tenant shall have until June 28, 2026, to pay his rent for June 2026 if he has not already done so. After that, and for the duration of the payment plan, he 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-025806-26, issued on March 27, 2026, is granted.
2. Order LTB-L-025806-26, issued on March 27, 2026, is set aside and cannot be enforced.
3. The mediated settlement agreed to by the parties and issued on September 29, 2025, with respect to LTB-L-057011-25 is amended and replaced as follows:
4. The Tenant shall pay to the Landlord \$5,470.53 in arrears of rent to May 31, 2026, inclusive of the filing fee.
5. The Tenant shall pay to the Landlord the amount set out above in paragraph 4 in accordance with the following schedule:

Payment Date	Payment Amount	Balance Remaining
July 15, 2026	\$1,823.51	\$3,647.02
August 15, 2026	\$1,823.51	\$1,823.51
September 15, 2026	\$1,823.51	\$0.00

6. The Tenant shall pay to the Landlord the rent for June 2026 on or before June 28, 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 September 1, 2026, 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 17, 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.