



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

File Number: LTB-L-032136-26-SA

In the matter of: 508, 139 MARY ST N
OSHAWA ON L1G7X1

Between: NEW HOPE NON-PROFIT DWELLINGS Landlord
(DURHAM)

And

MARLEEN MAURICE Tenant

NEW HOPE NON-PROFIT DWELLINGS (DURHAM) (the 'Landlord') applied for an order to terminate the tenancy and evict MARLEEN MAURICE (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 May 20, 2025 with respect to application LTB-L-092514-24-SA.

The Landlord's application was resolved by order LTB-L-032136-26, issued on April 17, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-032136-26.

Prior to the videoconference hearing on June 17, 2026 the parties elected to participate in Board facilitated mediation with the assistance of a Dispute Resolution Officer (DRO).

The Landlord's Representative, Nicole Ruby, the Tenant support person at the Brain Injury Association, Jodie Saunders, and the Tenant participated in the mediation.

The parties agreed to resolve all matters raised in the application and requested an order on consent. I am satisfied that the parties understood the terms and consequences of their consent.

It is agreed by the parties that:

A. The Landlord will accommodate the Tenant regarding payment of rent in the following way:

- i. Before the first of the month (prior to when the rent is due), a community service worker (the "worker") at the Brain Injury Association, who is assisting the Tenant, will communicate with the Landlord to facilitate the Tenant's payment of rent, according to paragraph Aii below.

- ii. The worker will verbally communicate with the Landlord or a Landlord employee regarding the payment of rent. Afterwards, the worker will send to the Landlord a follow-up email regarding this discussion of the payment of the rent, to which the Landlord will respond via email with a confirmation.

B. \$1081.00 is the current lawful rent, and it is due on the first of the month.

It is ordered on consent that:

1. The motion to set aside Order LTB-L-032136-26, issued on April 17, 2026, is granted.
2. Order LTB-L-032136-26 issued on April 17, 2026 is set aside and cannot be enforced.
3. The previous order issued on May 20, 2025 with respect to LTB-L-092514-24-SA is cancelled and replaced with the following:
4. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
5. For a period of **six (6) months** from **July 1, 2026 until and including December 1, 2026**, the Tenant shall pay rent in full and on time by the first (1st) day of the month.
6. If the Tenant fails to comply with the conditions set out in paragraph 5 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

June 23, 2026

Date Issued

Monica Dairo

Hearings Office, 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.