



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

File Number: LTB-L-034860-26-SA

In the matter of: 152 COLBORNE ST
CHATHAM ON N7M3L9

Between: Thomas Peter Touzin Landlords
Marisa McLaughlin

And

Melanie Grabec Tenant

Thomas Peter Touzin and Marisa McLaughlin ('TPT' and 'MML' or collectively, the 'Landlords') applied for an order to terminate the tenancy and evict Melanie Grabec ('MG' or 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 March 10, 2026 with respect to application LTB-L-106684-25. (L4 application)

The Landlords' L4 application was resolved by order LTB-L-034860-26, issued on April 27, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-034860-26.

This motion was heard by videoconference on June 9, 2026.

The Tenant and one of the Landlords, Marisa McLaughlin ('MML'), attended the hearing. The Tenant opted not to consult with Tenant Duty Counsel (if one were to appear in the hearing room).

Determinations:

1. There was no dispute that the Tenant failed to meet a condition specified in the rent arrears (L1) order issued by the LTB on March 10, 2026 with respect to application LTB-L-106684-25.

The surrounding circumstances

2. The Tenant offered circumstances regarding her breaching of the order including a change of financial institutions (from KOHO to RBC) and her working a second job (at Tim Hortons) to make ends meet. She explained that while her mother has been living

temporarily with her to assist (mother receives OAS), she basically lives alone with her two children and receives child support payments three times monthly.

3. The original amount of arrears (and filing fee) owing were \$5,586.00 to March 31, 2026 and I was able to get an accounting from MML regarding the current state of arrears. MML confirmed that after the four payments were received between March 20th and May 20th, the Tenant currently owes \$3,298.50. That amount was broken down as follows: \$1,723.50 owing in rent arrears/filing fee and \$1,575.00 for June 2026 rent.
4. The Tenant proposed a repayment plan to pay everything to the Landlords by July 20, 2026.
5. The Tenant proposed to pay June 2026 rent by June 15, 2026 and make July 1, 2026 rent in full and on time. She proposed to pay back the \$1,723.50 in rent arrears (and filing cost) over two payments, one on June 20, 2026 (\$787.50) and the second on July 20, 2026 (\$936.00). MML stated the Landlords' uncertainty with the Tenant's proposal as the Tenant has failed with payment plans in the past.
6. After considering the circumstances provide, I was persuaded to give the Tenant one last chance to reconcile her rent arrears account and maintain her tenancy intact. In order to do this, I stated the Tenant must first pay June 2026 on or before the June 15, 2026 date she had proposed. If she were to pay June 2026 rent successfully, then I indicated I would grant her motion and set out a conditional repayment plan; otherwise, I indicated I would most likely deny the motion and lift the stay. I then directed the parties to make post-hearing submissions on or before June 16, 2026 about whether the Tenant paid her June 2026 rent.
7. I confirm that both parties made post-hearing submissions. From those submissions, it appears that a payment of \$1,575.00 by e-transfer was attempted on June 10th but failed to reach the Landlords.
8. The Landlords provided a comprehensive submission to prove that as of June 16, 2026, nothing had been received in respect of June 2026 rent.
9. The Tenant provided a copy of the attempted e-transfer, and also submitted a text message (dated June 16, 2026) from a Chatham Municipality case manager who confirmed the Chatham-Kent Shelter Solutions Program may have mistakenly sent the June 2026 rent payment to a wrong email address. That case manager indicated the Chatham-Kent Shelter Solutions Program was willing to cover the \$1,575.00 June 2026 rent payment and asked for the text message to be submitted to the LTB for my consideration.
10. Nothing after June 16, 2026 was submitted by either party into the LTB Tribunals Ontario Portal (TOP).
11. Based on the post-hearing submissions I did receive, I believe a good faith effort was made to pay June 2026 through a tenant-support programme with the Chatham Municipality.
12. In light of their likely error, the Chatham Municipality undertook to make good on the \$1,575.00 payment to the Landlords once again, I am satisfied to give the benefit of doubt in favour of the Tenant, especially since her repayment proposal is for a very short period

of time to bring her rent account whole. I am also mindful that the Landlords would like to receive the full amounts owing without having to go through eviction and collection proceedings.

13. I will simply move out the June 15, 2026 deadline for June 2026 rent to June 29, 2026 (to give the Chatham Municipality tenant-support programme the chance to remit payment, as may be needed), leaving the remaining payment deadlines in place, as proposed by the Tenant.

It is ordered that:

1. The motion to set aside Order LTB-L-034860-26, issued on April 27, 2026, is granted.
2. Order LTB-L-034860-26, issued on April 27, 2026, is set aside and cannot be enforced.
3. The previous order issued on March 10, 2026 with respect to LTB-L-106684-25 is cancelled and replaced with the following conditional order:
4. The Landlords' application for eviction of the Tenant is denied on the condition that the Tenant shall pay to the Landlords **\$3,298.50**, which as of the date of the motions hearing, represents the arrears of rent and the filing fee cost (\$186.00) owing up to and including June 30, 2026.
5. The Tenant shall make the following payments to the Landlords in respect of the monies owing under paragraph 4 of this order:

arrears and rent payments

	On or before date	Payment to be made & reason
i.	June 20, 2026	\$787.50 (rent arrears/filing fee)
ii.	June 29, 2026	\$1,575.00 (rent for June 2026)
iii.	July 1, 2026	\$1,575.00 (rent for July 2026)
iv.	July 20, 2026	\$936.00 (balance of arrears owing)

6. If the Tenant fails to make any of the payments in accordance with paragraph 5 of this order, and by the dates required, then:
 - a) The Landlords may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant, and for the payment of any new arrears of rent and NSF charges not already ordered under paragraph 4 of this order. The Landlords must make the application within 30 days of a breach of a payment condition set out in paragraph 5 of this order. The section

78 application is made without notice to the Tenant, and usually the LTB issues an order from that application without a hearing.

- b) The balance owing under this order shall become payable on the day following the date of default. The monies owing shall bear interest at the post-judgment interest rate determined under subsection 207(7) of the Act. The current rate of interest is 4%.

June 26, 2026
Date Issued

Alex Brkic
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.