



## Order under Section 78(6) Residential Tenancies Act, 2006

**Citation:** Guardian Property Management v Krista Mackenzie, 2023 ONLTB 36524

**Date:** 2023-05-16

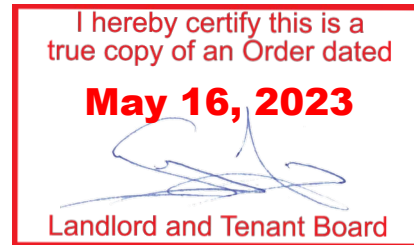
**File Number:** LTB-L-021924-23

**In the matter of:** 1, 543 WATER ST  
PETERBOROUGH ON K9H3M6

**Between:** Guardian Property Management

**And**

Krista Mackenzie



Landlord

Tenant

Guardian Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Krista Mackenzie (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 February 16, 2023 with respect to application LTB-L-036501-22.

The Landlord's application was resolved by order LTB-L-021924-23, issued on February 16, 2023. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-021924-23.

The motion was heard by videoconference on May 1, 2023. The Landlord's representative Crystal Francey, and the Tenant, attended the hearing.

**Determinations:**

1. The order provides that the Landlord can apply to the LTB under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant does not meet certain condition(s) in the order. This application was filed within 30 days of the breach.
2. The Tenant moved into the rental unit in March 2021 and stopped making rent payments after moving into the unit. The Landlord obtained an order determining that the Tenant owed the Landlord \$7,586.00 to the end of September 2021. Ontario Works paid a substantial amount of the amount the Tenant owed to void the order.
3. The application that gave rise to order LTB-L-036501-22 shows that the Tenant stopped paying the full rent in July 2022. As of the date of the hearing on February 13, 2023, the Tenant owed the Landlord over eight months of rental arrears.

4. The consent order provided the Tenant the ability to maintain the tenancy by paying rent (\$1,383.75) in full and on time, plus \$100.00 month toward the arrears and costs, a 9 ½ year repayment plan.
5. As of the date of the hearing the Tenant owed the Landlord \$4,451.25 in new rent and three rental arrears payments. The Landlord's evidence shows the Tenant has made payments totalling \$2,240, \$1,900.00 of which was from Ontario Works, all of which were made later than required by the order. The Tenant claims there was an additional \$250.00 in payments the Landlord has not accounted for in the evidence. The Tenant provided no evidence to support this testimony. Even if these payments were made the Tenant remains in breach of the conditions of the order.
6. Considering the payment history of this tenancy, the breaches of the current consent order, and the significantly lower amounts paid to the Landlord that required as a condition of relief from eviction, I find it would unfair to the Landlord to grant the Tenant's motion.

**It is ordered that:**

1. The motion to set aside Order LTB-L-021924-23, issued on February 16, 2023, is denied.
2. The stay of Order LTB-L-021924-23, is lifted immediately.

**May 16, 2023**



**Date Issued**

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Greg Joy  
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.