



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

Citation: 2274 PRINCESS ST LP v Lafleur, 2026 ONLTB 1746

Date: 2026-01-07

File Number: LTB-L-083297-25-SA

In the matter of: 314, 2274 PRINCESS ST
KINGSTON ON K7M3G4

Between: 2274 PRINCESS ST LP Landlord

And

Julie Lafleur Tenant

2274 PRINCESS ST LP (the 'Landlord') applied for an order to terminate the tenancy and evict Julie Lafleur (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 October 2, 2025 with respect to application LTB-L-065017-25-SA.

The Landlord's application was resolved by order LTB-L-083297-25, issued on October 14, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-083297-25.

This motion was heard by videoconference on November 20, 2025.

The Tenant attended the hearing. The Landlord was represented at the hearing by James Moak.

Determinations:

1. The Tenant failed to meet a condition specified in the order issued by the LTB on October 2, 2025, with respect to application LTB-L-065017-25-SA. Specifically, the Tenant **did not** make the required arrears payments due September 23, 24, 25, and 26, 2025, nor did the Tenant pay rent due October 1, 2025.
2. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-083297-25.

The surrounding circumstances

3. At the hearing, the Tenant acknowledged substantial arrears, which totaled \$31,716. The Tenant stated she had \$10,000 available and requested reinstatement of a payment plan to preserve the tenancy.
4. The Landlord opposed the motion. The Landlord submitted that the Tenant had failed to make any rent payments since April 2025 and had missed multiple arrears payments required by the previous order.
5. The Tenant attributed the arrears to difficulties communicating with the Landlord regarding payment instructions and confirmation of receipts.
6. Noting the Tenant's concerns, I provided the Tenant with an opportunity to pay \$11,987.00 by November 24, 2025, and pay the rent due December 1, 2025, on time. The Landlord's representative put the e-mail address for payment, payments@patryinc.com, on the record. The Board's records confirm neither of these payments were made.
7. On November 24, 2025, the Tenant uploaded a statement alleging she had been locked out. This issue, while concerning, is not part of this motion and the Tenant is entitled to pursue their own application before the Board regarding that allegation.
8. The Divisional Court has affirmed, on numerous occasions, that eviction is a remedy of last resort. To take just two examples:

Eviction should be ordered as a last resort after carefully considering Section 84 [now 83] of the Act (Britannia Glen Co-operative Homes v. Singh, cited in Toronto Community Housing Corp. v. Thompson, [2003] O.R.H.T.D. No. 145).

To put somebody out of their home must, in my view, call for clear and compelling circumstances that it is no longer possible for the arrangement to continue (Langford v. Phipps, [1992] O.J. No. 4184 (Ont. Gen. Div.).

9. In other words, eviction should only be ordered if it is not possible to bring a tenancy back into good standing.
10. I acknowledge eviction is a remedy of last resort. However, in this instance I do not find there is a realistic payment plan that the Tenant would be able to abide by to bring the tenancy back to good standing.
11. The arrears are substantial, and the Tenant has a history of failing to adhere to previous payment agreements. Moreover, the Tenant has not made any rent payment since April 2025 and provided no persuasive evidence of changed financial circumstances. I find this persistent pattern undermines the Tenant's credibility and ability to comply with any future plan.
12. In light of these considerations, I find the Tenant's proposed payment plan is neither realistic nor viable under the current circumstances. Therefore, the Tenant's motion is denied.

13. The only remaining issue before the Board is when to lift the stay. I find a slight delay in lifting the stay is warranted. This will give the Tenant an opportunity to find a new place to live that is within his budget. The stay shall be lifted on January 31, 2026.

It is ordered that:

1. The motion to set aside order LTB-L-083297-25, issued on October 14, 2025, is denied.
2. The stay of order LTB-L-083297-25 is lifted January 31, 2026.

January 7, 2026
Date Issued

Bryan Delorenzi
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.