



**Order under Section 74(14)
Residential Tenancies Act, 2006**

File Number: LTB-L-050094-25-VO

In the matter of: 95 EDINBURGH RD S
GUELPH ON N1H5P5

Between: IRF PROPERTIES INC. IRFPR Landlord

And

Natasha Wilson Tenant

Natasha Wilson (the 'Tenant') filed a motion to set aside order LTB-L-050094-25 because, before the eviction order was enforced, the Tenant paid the amount required under subsection 74(11) of the *Residential Tenancies Act, 2006* (the 'Act') to void the order.

This motion was heard by videoconference on December 23, 2025. The Landlord's Agent, I. Farley, and the Tenant attended the hearing.

Determinations:

1. The Tenant has not previously made a motion under subsection 74(11) of the Act to set aside an eviction order during this tenancy.
2. Before the Tenant filed this motion, the Tenant paid a total of \$10,103.00 to the Landlord. The amount paid represents all the rent that is in arrears under the tenancy agreement, all additional rent that would have been due under the tenancy agreement up to December 31, 2025, all NSF and related administration fees the Landlord incurred and the filing fee for this application.
3. The Tenant further paid to the Landlord, \$386.00 on December 1, 2025, bringing the total payments to \$10,489.00. The payments exceed the amount, \$8,040.00, required under subsection 74(11) to void the eviction order.
4. The parties agree to apply the excess payment of \$2,449.00 to outstanding utility costs.

It is ordered that:

1. Order LTB-L-050094-25 is void and cannot be enforced by the Landlord.

2. On consent, the Landlord shall apply the excess payment of \$2,449.00 to the outstanding utility costs.

January 6, 2026

Date Issued

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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.

Notes:

- **The Tenant cannot make another motion under subsection 74(11) of the Act to set aside an eviction order during the period of the Tenant's tenancy agreement with the Landlord.**