



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

File Number: LTB-L-096823-25-SA

In the matter of: 23, 1011 ADELAIDE ST N
LONDON ON N5Y2M8

Between: 1412778 Ontario Inc. Landlord

And

Joshua LaFave Tenant

1412778 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Joshua LaFave (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 16, 2025 with respect to application LTB-L-065657-25.

The Landlord's application was resolved by order LTB-L-096823-25, issued on November 24, 2025. This order was issued without a hearing being held. The Tenant filed a motion to set aside order LTB-L-096823-25.

This motion was heard by videoconference on December 23, 2025. The Landlord's Agents, J. Bright, and C. Caldwell, and the Tenant attended the hearing.

Determinations:

1. The Tenant failed to meet a condition specified in the order issued by the LTB on October 16, 2025, with respect to application LTB-L-065657-25. The Tenant failed to pay the monthly rent of \$1,450.00 on November 14, 2025.
2. The Tenant alleged in the motion that he tried to pay the rent twice and was harassed by the Landlord multiple times. At the hearing, the Tenant abandoned the claim that he tried to pay the rent and was unable to provide proof of an alleged harassing text message about rent payments.
3. The Tenant testified that he is yet to pay the rent for both November 2025 and December 2025, because he was waiting for the hearing. The Tenant claimed that he had a portion of the outstanding arrears and will pay the remainder on December 31, 2025.
4. The Tenant moved into the rental unit in April 2025, lost his job 'two weeks prior to November 14, 2025', and obtained a new one on November 25, 2025.

5. The Landlord opposed the motion because the Tenant has not paid the rent for two months and was untruthful in his claims that he tried to make the payment in November 2025.
6. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-096823-25. Not only did the Tenant breach order LTB-L-065657-25 by failing to pay the rent in November 2025 but he intentionally continued in breach by also failing to pay the rent in December 2025.
7. Given the Tenant's misleading claims in the motion, I do not find the Tenant to be a credible witness, and I am not persuaded that he will pay the arrears in full by December 31, 2025.
8. The stay of order LTB-L-096823-25 is lifted immediately.

It is ordered that:

1. The motion to set aside Order LTB-L-096823-25, issued on November 24, 2025, is denied. The order is confirmed and remains unchanged.
2. The stay of order LTB-L-096823-25 is lifted immediately.

January 6, 2026
Date Issued

Jitewa Edu
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.