



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

File Number: LTB-L-092430-25-SA

In the matter of: 1930 LABADIE RD
WINDSOR ON N8W4J9

Between: A. Baladendran c/o LMR Property Management Landlord

And

Kelly French Tenant

A. Baladendran c/o LMR Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Kelly French (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on December 13, 2024 with respect to application LTB-L-070570-24.

The Landlord's application was resolved by order LTB-L-092430-25, issued on November 10, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-092430-25.

This motion was heard by videoconference on December 8, 2025.

The Landlord's Agent and the Landlord's Legal Representative Kristen Jarvis and the Tenant and the Tenant's Legal Representative Tori-Lee Jenkins attended the hearing.

Determinations:

There was not a breach of the previous order

1. The Tenant did not fail to meet a condition specified in the order issued by the LTB on December 13, 2024, with respect to application LTB-L-070570-24.
2. LTB-L-070570-24 ordered the Tenant to pay to the Landlord new rent in full and on time on or before the first day of every month between January 1, 2025, and December 1, 2025.
3. On November 3, 2025, the Landlord filed an L4 Application alleging that the Tenant failed to pay rent in full and on time. The L4 does not explicitly indicate when this breach occurred.

4. On November 10, 2025 the Board issued *ex-parte* order LTB-L-092430-25 which terminated the tenancy on the basis that the Tenant failed to pay rent in full and on time October 1, 2025.
5. At the hearing, the parties agreed that the Tenant had paid the rent for October 2025 in full and on time. Therefore, I am satisfied that the Tenant did not breach the ex-parte order. Additionally, if the Tenant had breached the original order by failing to pay rent in full and on time October 1, 2025, then the Landlord would not have filed the L4 within the 30 days allotted to bring an L4 Application.
6. The Landlord also alleged that the Tenant failed to pay the rent in full and on time November 1, 2025. Even if I were satisfied that I could consider the November 1, 2025, alleged breach I am not satisfied that the Landlord has demonstrated that the Tenant failed to pay rent in full and on time November 1, 2025.
7. The Landlord's Agent testified that the Tenant sent an e-transfer on November 1, 2025, and when the Landlord tried to deposit it they received a message that the E-transfer had been blocked or deleted. The Agent testified that the Tenant sent a second E-transfer, and the same thing happened again. The Agent testified that she could not deposit either transfer. The Agent testified that they informed the Tenant they needed to rectify the problem, and the Tenant refused. The Landlord testified that the E-transfer for the month of November 2025 was finally sent on December 2, 2025.
8. The Tenant testified that she sent two E-transfers on November 1, 2025, at 5:56am and 7:59am. The first transfer she cancelled because she had realised, she overpaid the previous month, and quickly cancelled this transfer and sent another. The Tenant relied on banking records showing two distinct transfers to the Landlord. The Tenant testified that she did not cancel the second E-Transfer.
9. The Tenant testified that on December 2, 2025, she received a notification from her bank that the Landlord had not accepted the second E-Transfer she sent on November 1, 2025.
10. The Tenant testified that the Landlord sent her an email on November 1, 2025 and informed her that she needed to resend her E-transfer and she replied that there was still an E-transfer pending and attached a screenshot to this effect. The Tenant testified that she subsequently spent over an hour on the phone with her bank who confirmed that the second transfer was still pending and had not been accepted.
11. The Tenant testified that she emailed the Landlord's Agent November 2, 2025, and asked the Agent if she wanted her to cancel the pending E-Transfer and resend a new transfer and the Agent responded indicating that the Tenant had cancelled every E-transfer she had sent and they could not be received and asking the Tenant to resend the transfer.
12. I am satisfied that the Tenant sent two unique transfers on November 1, 2025, and the second of these was never cancelled by the Tenant and remained pending until it was returned on December 2, 2025. Therefore, I am satisfied that the Tenant did pay the rent on November 1, 2025, and this was not accepted by the Landlord. The evidence provided by the parties clearly demonstrates that this second E-transfer remained pending and was not accepted by the Landlord.

13. Therefore, I am satisfied that the rent was paid by the Tenant in full and on time November 1, 2025, while the Landlord may not have accepted this payment, I am not satisfied that this constitutes a breach on the part of the Tenant.
14. While the Landlord did ask the Tenant to resend the transfer on November 2, 2025, I note that the Tenant had proactively reached out to the Landlord to ask if they should cancel the pending transfer and resend a new transfer. In my view the Landlord's reply is curt, and speaks only to resending the transfer, not cancelling the pending E-Transfer, and I find it reasonable that the Tenant hesitated to send a third transfer while the second was still pending and had not been accepted.

The surrounding circumstances

15. Even if I were satisfied that a breach had occurred, after considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-092430-25. The Landlord's Agent testified that there was an ongoing issue of non-payment with the Tenant and there was a prior set aside motion filed in May 2025 for the same breach, and she was retained to act as a property manger because the Tenant was difficult to work with.
16. However, I note that the Tenant clearly made sincere efforts to pay November's rent in full and on time by sending two E-transfer, and after the November 1, 2025, E-transfer was returned to her she promptly paid the rent for the month of Novembre on December 2, 2025. I also note that the original order is now spent, as the Tenant has paid rent for the month of December 2025 in full and on time. Therefore, had I been satisfied of a breach I would still find it appropriate to set aside the order.

It is ordered that:

1. The motion to set aside Order LTB-L-092430-25, issued on November 10, 2025, is granted.
2. Order LTB-L-092430-25, issued on November 10, 2025, is set aside and cannot be enforced.

January 9, 2026
Date Issued

Reid Jackson
Member, Landlord and Tenant Board

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