



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

Citation: Hajariwala v Whiting, 2026 ONLTB 4561

Date: 2026-01-19

File Number: LTB-L-092811-25-SA

In the matter of: 1109 TRAILSVIEW AVE
COBOURG ON K9A4J5

Between: Shreya Hajariwala

Landlord

And

Madison Whiting
Ian Broderick

Tenants

Shreya Hajariwala (the 'Landlord') applied for an order to terminate the tenancy and evict Madison Whiting and Ian Broderick (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Tenants did not meet a condition specified in the order issued by the LTB on October 28, 2025 with respect to application LTB-L-069454-25.

The Landlord's application was resolved by order LTB-L-092811-25, issued on November 10, 2025. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-092811-25.

This motion was heard by videoconference on December 17, 2025.

The Landlord, the Landlord's legal representative, Charlotte Hengeveld, and the Tenants attended the hearing.

Determinations:

There was a breach of the previous mediated settlement

1. The Tenants failed to meet a condition specified in the order issued by the LTB on October 28, 2025 with respect to application LTB-L-069454-25.
2. The Tenants were required to pay the rent in full on the first of each month beginning November 1, 2025 and make arrears payments of \$703.00 on the fifteenth of each month beginning November 15, 2025. The Tenants made a partial rent payment on November 1, 2025 and no further payments.

3. The Tenants' testimony regarding the reasons for the breaches were inconsistent; initially they stated they were unable to make the payment on time because of medical events but later referenced waiting for their pay cheque to be able to make the payments. Although the Tenants say they have the funds to make the payments, no payments have been made since November 1, 2025.
4. Although the Landlord granted an extension of the rent due on November 1, 2025 to November 3, 2025, the full rent has still not been paid and the Tenants were unresponsive to the Landlord's communications until after they became aware of the L4 breach order.

The surrounding circumstances

5. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-092811-25.

The stay is lifted immediately

6. The stay of order LTB-L-092811-25 is lifted immediately. The Tenants have not demonstrated a good faith intention to make ongoing rent payments, therefore any delay would be prejudicial to the Landlord who is experiencing financial difficulty.
7. The Tenants suggested they could move out of the unit by January 8, 2026, which has now passed, therefore no further delay is warranted.

It is ordered that:

1. The motion to set aside Order LTB-L-092811-25, issued on November 10, 2025, is denied.
2. The stay of order LTB-L-092811-25 is lifted immediately.
3. Order LTB-L-092811-25 is unchanged.

January 19, 2026

Date Issued

Dawn Carr

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.