



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

Citation: Taunton Co-Tenancy Limited v Hyde, 2026 ONLTB 4578

Date: 2026-01-14

File Number: LTB-L-093885-25-SA

In the matter of: 42, 100 TAUNTON RD E
OSHAWA ON L1G7N1

Between: Taunton Co-Tenancy Limited Landlord

And

Julia Hyde Tenant

Taunton Co-Tenancy Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Julia Hyde (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on November 6, 2025 with respect to application LTB-L-031805-25-AM2.

The Landlord's application was resolved by order LTB-L-093885-25, issued on November 12, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-093885-25.

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

The Landlord's agent, Kimberly Szorady, the Landlord's legal representative, Faith McGregor, and the Tenant attended the hearing.

Determinations:

There was a breach of the previous mediated settlement

1. The Tenant failed to meet a condition specified in the order issued by the LTB on November 6, 2025 with respect to application LTB-L-031805-25-AM2. The Tenant was required to pay the rent for September and October 2025 by October 10, 2025 and the rent in full by the first business day of the month beginning November 1, 2025. As of this hearing date, none of the required payments had been made on time.

The surrounding circumstances

2. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-093885-25. The Tenant immediately breached the mediated agreement and continued to breach the agreement with further late payments. Although the Tenant has made all required payments as of the hearing date, the issue giving rise to the original application is late payment – which has persisted despite a mediated agreement. The Tenant's explanations of stress leading to a hospitalization might explain one breach, but do not explain continued breaches.

The stay is lifted on January 31, 2026

3. The stay of order LTB-L-093885-25 is lifted on January 31, 2026. In my view the Tenant's circumstances are not so exceptional that a delay is required, however the Landlord is willing to extend the lifting of the stay until January 31.

It is ordered that:

1. The motion to set aside Order LTB-L-093885-25, issued on November 12, 2025, is denied.
2. The stay of order LTB-L-093885-25 is lifted on January 31, 2026.
3. Order LTB-L-093885-25 is unchanged.

January 14, 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.