



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

Citation: Barrel Works Guelph Ltd. v Crawford, 2026 ONLTB 4584

Date: 2026-01-14

File Number: LTB-L-094415-25-SA

In the matter of: 103, 371 WATERLOO AVE
GUELPH ON N1H3K3

Between: Barrel Works Guelph Ltd. Landlord

And

Renee Crawford Tenant

Barrel Works Guelph Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Renee Crawford (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 April 3, 2025 with respect to application LTB-L-105178-24.

The Landlord's application was resolved by order LTB-L-094415-25, issued on November 17, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-094415-25.

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

The Landlord 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 April 3, 2025 with respect to application LTB-L-105178-24. The Tenant did not pay the rent in full on November 1, 2025.

The surrounding circumstances

2. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-094415-25.

3. The mediated settlement required 9 monthly arrears payments and on-time rent payment during the arrears repayment period. The Tenant complied with the settlement terms for the first seven months.
4. The Tenant says they believed they had paid the November 1, 2025 rent (the eighth month), but realized they had not when they received notification of the L4 breach order. They tried to rectify their mistake by sending the Landlord an e-transfer for the November rent and the remaining two arrears payments, but the Landlord declined the payment. The Tenant sent an e-transfer for the December rent, which the Landlord had not accepted at the time of the hearing.
5. The Tenant demonstrated good faith by making payments on time as required for the majority of the settlement period, and promptly addressing a missed payment when it was discovered. Although the Landlord believes the situation will not improve after a period of delinquency, the Tenant's payment history in the last nine months demonstrates they are willing and able to meet their payment obligations and will act promptly to address any oversights.
6. At the hearing, the Tenant was given the opportunity to resend the outstanding amounts to the Landlord by December 19, 2025 to complete the payment obligations of the mediated settlement and preserve the tenancy.
7. On December 17, 2025 the Tenant uploaded proof of payment to the Landlord of the outstanding amount (\$1,783.00).

It is ordered that:

1. The motion to set aside Order LTB-L-094415-25, issued on November 17, 2025, is granted.
2. Order LTB-L-094415-25, issued on November 17, 2025, is set aside and cannot be enforced.

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.