



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

File Number: LTB-L-100233-25-SA

In the matter of: 3, 28 QUEEN ST
TILLSONBURG ON N4G3G7

Between: Dalla Zanna Properties Inc. Landlord

And

Sharon Bartlett Tenants
Harold O'Brien

Dalla Zanna Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Sharon Bartlett and Harold O'Brien (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Tenant did not meet a condition specified in the mediated settlement signed by the parties on November 6, 2025 with respect to application LTB-L-073357-25.

The Landlord's application was resolved by order LTB-L-100233-25, issued on December 3, 2025. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-100233-25.

This motion was heard by videoconference on January 8, 2026.

Only the Landlord's legal representative, Elizabeth Anari, attended the hearing.

Determinations:

Preliminary Issue

1. The hearing was scheduled to begin at 9:00am. By 9:30am, neither of the Tenants had appeared in the virtual hearing room and there was no written request to reschedule the hearing in the Board's file. As a result, I proceeded to hear the Tenants' motion based only on the Landlord's submissions.
2. At 9:37am one of the Tenants appeared in the virtual hearing room. I informed the Tenant that their motion was denied and I suggested they contact their local legal aid clinic for assistance.

The Breach

3. In their written motion, the Tenants admit that they failed to meet a condition specified in the consent order issued on November 6, 2025, with respect to application LTB-L-073357-25. The Tenants failed to pay to the Landlord \$4,254.00 towards the arrears by November 20, 2025.

The Tenants' Motion

4. As I am satisfied that the Tenants breached the order issued on November 20, 2025, the next issue before me is whether it would be unfair in all the circumstances to set aside the eviction order. For the following reasons, I find that that the Tenants' motion must be denied.
5. I say this, not just because the Tenants failed to attend the hearing, but because their written motion appears to contain misleading information. The Tenants' written motion says that they breached the order issued on November 6, 2025, because one of the Tenants failed to submit the proper paperwork to their ODSP worker. At the hearing, the Landlord pointed out that, if this were true, the Landlord would have shown compassion towards the Tenants and would have worked with them to ensure the arrears payment was made. However, the Landlord says that, after breaching the order, the Tenants have failed to pay any rent to the Landlord for December 2025 or for January 2026 and have failed to make any of the arrears payments pursuant to the payment plan. This means the arears have increased from \$8,508.00 at the time of the order in November 2025 to **\$11,671.68** for the period ending January 2026.
6. Based on the evidence before me, I am not satisfied that the Tenants breached the order issued on November 6, 2025, due to a simple administrative error. Instead, I am satisfied on the balance of probabilities that the Tenants are either unwilling or unable to pay their monthly rent or pay the outstanding arrears which have steadily increased since November 2025. For these reasons, and after considering all of the circumstances, I find that the Tenants' motion must be denied.

Lifting the Stay

7. As I am denying the Tenants' motion, the next issue before me is when to lift the stay. The Landlord is requesting that the stay be lifted immediately as the arrears continue to increase in the absence of any payments from the Tenants. I see no reason to deny the Landlord's request. For this reason, the stay of the eviction order will be lifted immediately.

The Landlord's Request for Costs

8. At the hearing, the Landlord requested an order for party costs in order as a deterrent to the Tenants. For the following reasons, I find that an order for party costs is warranted in these circumstances.
9. In considering the Landlord's request, I have considered *Guideline 3* of the Board's *Interpretation Guidelines*. This Guideline says,

“...if a party has received notice of a hearing and does not attend a hearing...a Member may proceed to make an order for costs without notifying the person affected of the intention to do so, provided that the failure to attend the hearing delayed the process unnecessarily or caused unnecessary expense to the other party.”

10. In the matter before me, I have considered that the Tenants were obviously aware of the hearing as they appeared in the hearing room very late and without any explanation to the Board or prior communication to the Landlord.
11. Also, the Landlord says that the Tenants contacted the Landlord on January 2, 2026, to inform them that they had found a new place to live and the needed a written statement from the Landlord to confirm that they are “good tenants who pay on time”. The Landlord refused the Tenants’ request.
12. The Tenants’ pattern of behaviour of submitting a written motion with misleading information, failing to make any payments to the Landlord since November and requesting a reference letter from the Landlord to falsely confirm they pay their rent on time suggests to me that the Tenants have simply used this motion as a way to delay the eviction process unnecessarily. The Tenants’ motion has wasted the Board’s hearing time and resources and has caused unnecessary expense to the Landlord. For these reasons, I find that an order for party costs is warranted.
13. Regarding the quantum of costs, the Landlord is requesting party costs in the amount of \$200.00.
14. In this regard, I am guided by the instructions outline in Rule 23.2 of the Board’s *Rules of Procedure* which says,

Where the LTB orders a party to pay the representation/preparation fees incurred by another party, these fees shall not exceed \$100 per hour for the services of a paid representative to a maximum of \$700.

15. This matter was scheduled to be heard at 9:00am. The notice of hearing instructs the parties to arrive at the hearing 15 minutes prior to the start time at 8:45am. This matter was actually heard at 9:30am. This means the Landlord’s legal representative was present in the hearing room for approximately 1 hour. As the Rules require that an order for costs not exceed \$100 per hour, an order will issue instructing the Tenants to pay party costs in the amount of \$100.00.
16. This order contains all of the reasons within it and no further reasons will be issued.

It is ordered that:

1. The motion to set aside Order LTB-L-100233-25, issued on December 3, 2025, is denied.
2. The stay of order LTB-L-100233-25 is lifted immediately.
3. Order LTB-L-100233-25 is unchanged.

4. On or before January 27, 2026, the Tenants shall pay to the Landlord **\$100.00** for costs.
5. If the Tenants do not pay the Landlord the full amount owing on or before January 27, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 28, 2026, at 4.00% annually on the balance outstanding.

January 16, 2026

Date Issued

Laura Hartslief

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.