



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

Citation: 7081 MCLEOD INC. v CARTER-GIBSON, 2026 ONLTB 5046

Date: 2026-01-16

File Number: LTB-L-094574-25-SA

In the matter of: 511, 7219 SHARON AVE
NIAGARA FALLS ON L2G7B9

Between: 7081 MCLEOD INC. Landlord

And

TASHAWNDA CARTER-GIBSON Tenant

7081 MCLEOD INC. (the 'Landlord') applied for an order to terminate the tenancy and evict TASHAWNDA CARTER-GIBSON (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 September 29, 2025, with respect to application LTB-L-060902-25.

The Landlord's application was resolved by order LTB-L-094574-25, 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-094574-25.

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

The Landlord's legal representative, Sean Bear, and the Tenant attended the hearing.

Determinations:

The Breach

1. The Tenant failed to meet a condition specified in the order issued by the LTB on September 29, 2025, with respect to application LTB-L-060902-25. The Tenant failed to pay \$6,500.00 towards the arrears by October 28, 2025, and failed to pay November's rent by November 1, 2025.

The Surrounding Circumstances

2. As I am satisfied that the Tenant breached the order issued on September 29, 2025, the next issue before me is whether it would be unfair in all the circumstances to grant the

Tenant's motion and set aside the eviction order issued on November 17, 2025. For the following reasons, I find that it would be unfair to grant the Tenant's motion.

3. I say this primarily because the outstanding arrears have increased to **\$22,386.62** for the period ending January 31, 2026, and the Tenant has made only one payment to the Landlord since February 2025. These significant arrears have accumulated despite the fact that this is a short-term tenancy that only began in February 2025.
4. The Tenant blames several things for her failure to make payments to the Landlord. The Tenant says her father passed away in February 2025 shortly after she moved in. This caused the Tenant mental distress and meant that she stopped working and stopped making payments to the Landlord in March and April 2025. The Tenant then lost her job in May 2025 due to her failure to consistently attend at her job. The Tenant made one payment to the Landlord in May by money order in the amount of \$2,187.00, but by then the arrears had increased to \$6,560.62. The Tenant says she only recently obtained a new job in November 2025 but she has failed to make any payments to the Landlord since May 2025 because she was experiencing technical difficulties with the Landlord's rent payment website. I am not persuaded by any of the Tenant's explanations.
5. First, the Tenant failed to provide any documentary evidence to support her position that her father passed away in February 2025 or that this caused her such mental distress that she was unable to work for several months.
6. Next, even if it the Tenant did stop working in February 2025, she still receives monthly income from child support payments (\$600.00), the child tax benefit (\$500.00), the GST rebate (\$66.00) and the Trillium benefit (\$70.00). In short, aside from her employment income, she makes approximately \$1,236.00 each month and yet she failed to make even partial payments to the Landlord since February 2025 except for the one-time payment she made in May 2025. I am therefore not persuaded that the Tenant's lost employment is the primary reason she has failed to make payments to the Landlord.
7. Finally, I am not satisfied that the Tenant's alleged technical difficulties with the Landlord's website justify her failure to make payments to the Landlord. I say this because the single payment the Tenant made to the Landlord in May 2025 was by money order. This is confirmed in the Landlord's ledger which indicates that the money order was dated April 2, 2025, and is identified as cheque #774518. This payment by money order suggests to me that the Tenant is aware of how to pay her rent without using the Landlord's website and any alleged technical difficulties she may have been experiencing do not justify the Tenant's ongoing failure to make payments to the Landlord.
8. In summary, I do not find the Tenant to be credible when she says she has failed to pay rent to the Landlord because she lost her job and then experienced technical difficulties with the Landlord's website. Instead, I find that the Tenant has either been unwilling or unable to pay her monthly rent and has now accumulated significant arrears that she simply cannot afford to pay in a timely manner. The Tenant says that, with her new employment income, she can afford to make payments of an extra \$1,000.00 towards the arrears each month. However, even if what the Tenant suggests is true, it would take her almost two years to pay the outstanding arrears. This is an unreasonable timeline and would be severely prejudicial to the Landlord.

9. For all of these reasons, and after considering all of the circumstances, I find that it would be unfair to grant the Tenant's motion. This means the Tenant's motion to set aside the eviction order must be denied.

Lifting The Stay

10. As I am denying the Tenant's motion, the next issue before me is when to lift the stay of the eviction order. The Landlord is requesting that the stay be lifted immediately. The Tenant is requesting for a delay until either the end of March 2026 or the end of April 2026. For the following reasons, I find that only a short delay in lifting the stay is justified.
11. I say this because I recognize that the Tenant lives in the rental unit with her with young son who is 6 years old and attending school in the area. As there is a young and vulnerable person living in the rental unit, I find that a short delay until February 15, 2026, is warranted in these circumstances. An order will therefore issue lifting the stay on that date.
12. 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-094574-25, issued on November 17, 2025, is denied.
2. The stay of order LTB-L-094574-25 is lifted on February 15, 2026.
3. Order LTB-L-094574-25 is unchanged.

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.