



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

Citation: Zhang v Cantor, 2026 ONLTB 6190

Date: 2026-01-22

File Number: LTB-L-101737-25-SA

In the matter of: #5, 31 HOMEWOOD AVE
TORONTO ON M4Y2J7

Between: Yuqing (Jeannie) Zhang Landlord

And

Jhon Alejandro Tropiano Cantor Tenant

Yuqing (Jeannie) Zhang (the 'Landlord') applied for an order to terminate the tenancy and evict Jhon Alejandro Tropiano Cantor (the 'Tenant') and for an order to have the Tenant pay compensation for damage they owe because the Tenant did not meet a condition specified in the order issued by the LTB on June 12, 2025 with respect to application LTB-L-059968-24-RV.

The Landlord's application was resolved by order LTB-L-101737-25, issued on December 9, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-101737-25.

This motion was heard by videoconference on January 14, 2026.

The Landlord, the Landlord's Kelly Draycott and the Tenant attended the hearing.

Determinations:

1. This motion is before the Board because the Landlord obtained the eviction order without notice to the Tenant under s.78 of the *Residential Tenancies Act, 2006* ("the Act") based upon an allegation that the Tenant breached the original order. The Tenant does not want to be evicted and asks that the eviction order be set aside.
2. At the hearing, the Tenant conceded he breached the mediated settlement by failing to pay the monthly rent in full by December 1, 2025. Order LTB-L-059998-RV does require the Tenant to make this payment.
3. Accordingly, the only issues before me are:

a) whether or not, pursuant to s.78(11)(b) of the *Residential Tenancies Act, 2006* ("the Act") having regard to all of the circumstances, it would not be unfair to set aside order LTB-L-101737-25, issued on December 9, 2025.

b) if the answer to a) is no; when the stay imposed on order LTB-L-101737-25 should be lifted - immediately or on a future date.

4. Pursuant to subsection 78(11)(b) of the Act, the Board may make an order setting aside the original order if the Board is satisfied that having regard to all of the circumstances, that it would not be unfair to set aside the order. I have this discretion to grant relief to the Tenant notwithstanding the Tenant has breached the original order.

The Surrounding Circumstances

5. The Tenant explained that he paid the monthly rent for December 2025 on December 2, 2025, one day late. The Landlord agreed this was correct. The Tenant testified he simply forgot what day it was and made the payment to the Landlord immediately upon realizing the date.
6. The original order required the Tenant not pay the monthly rent on time and in full for the 12 months between June 1, 2025 and May 1, 2026. It was not disputed the Tenant did the monthly rent on time for the six consecutive months between June 1, 2025 and November 1, 2025 before breaching the order on December 1, 2025.
7. The Tenant agreed he again paid the monthly rent late in January 2026, paying it on January 3, 2026. He explained he suffers from mental health issues and had spent the holiday period alone. The Tenant's testimony was that in the winter months he does not always start his day feeling positive and motivated. He also believed the late payments were not substantially late and that there should be some "wiggle room" considering the circumstances.
8. The Tenant requested another chance to keep his tenancy. He stated his income is not an issue and that future rent payments would be made on time.
9. The Landlord was opposed to the Tenant's motion. They have been before the Board already to address the Tenant's persistent late payments and he has already been given what was described in the original order as one last opportunity to maintain the tenancy. The Landlord explained that the unpredictable nature of when the Tenant would pay rent impacts their ability to plan financially and required them to access funds elsewhere when the Tenant is late.
10. Having regard to all the circumstances, I do find the Tenant should be given the opportunity to demonstrate his promises of on time payments are genuine. I do not find it would be unduly prejudicial to the Landlord to maintain this tenancy so long as the Tenant pays the monthly rent in full on or before the date it is due. The Tenant had shown the ability to do so by paying the first six months of the order as required.
11. I appreciate the Tenant breached the order and that late payments and appearances before the Board is not the tenancy the Landlord bargained for. However, I am convinced the Tenant now fully and clearly understands that Board orders do not come with asterisks

or unwritten rules amounting to “wiggle room”. They are orders. Not suggestions. An order from the Board requiring rent to be paid on the first day of each month means precisely that. The first day of each month. Not the second day or the third day. The first day of each month.

12. Based on the Tenant’s testimony and submissions, I am satisfied he understands everything I have stated in paragraph 11 of this order. In addition, I accept his testimony that future payments will be made on time and that the matter will not be back before the Board because of future issues with late payments.
13. For all of these reasons, I do not find it would be unfair to the Landlord to set aside order LTB-101737-25 and issues a fresh conditional order. I find one final conditional order requiring on time payments for a period of one year is fair and reasonable. It is also precisely what the Landlord was entitled to under the original order. They are entitled to 12 consecutive months of predictable rent payments from the Tenant and the Tenant will be ordered to comply with these terms. The Tenant should be very mindful that failing to comply with this fresh conditional order may very well be seen in a cumulative light if the parties return to the Board for this issue.

It is ordered that:

1. The motion to set aside order LTB-L-101737-25, issued on December 9, 2025, is granted.
2. Order LTB-L-101737-25, issued on December 9, 2025, is set aside and cannot be enforced.
3. The Landlord’s application under section 78 is dismissed.
4. Paragraph 3 of the previous order, issued on June 12, 2025, with respect to LTB-L-059968-24-RV is amended to say the following:
5. The Tenant shall pay the Landlord the full monthly rent on or before the first business day of each month for a twelve-month period commencing February 1, 2026 and until January 1, 2027.
6. The remainder of order LTB-L-101737-25-RV remains unchanged.

January 22, 2026

Date Issued

John Cashmore

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.

