



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

Citation: 7247177 Manitoba v Goodman, 2026 ONLTB 7834

Date: January 27, 2026

File Number: LTB-L-093293-25-SA

In the matter of: 0101, 452 ARTHUR ST W
THUNDER BAY ON P7E5R2

Between: 7247177 Manitoba Landlord

and

David Goodman Tenant

SET ASIDE MOTION ORDER

7247177 Manitoba (the 'Landlord') applied in a L4 application seeking an order to terminate the tenancy and evict David Goodman (the 'Tenant') and for an order to have the Tenant pay the rent he owes because the Landlord claimed that the Tenant did not meet a condition specified in the previous review consent order issued by the LTB on September 4, 2025 with respect to application LTB-L-022648-25-RV.

The Landlord's L4 application was resolved by order LTB-L-093293-25, issued on November 17, 2025, which terminated the tenancy effective November 28, 2025 (the 'L4 Order'). The L4 Order was issued without a hearing being held.

The Tenant filed a motion to set aside the L4 Order.

The set aside motion was heard by videoconference on December 22, 2025. The Tenant attended and spoke to tenant duty counsel before the hearing started. The Landlord's agent Kassidi Hartley also attended the hearing.

Determinations:

There was a breach of the previous consent review order

1. The Tenant admitted that he breached the prior consent review order by failing to pay the monthly rent on November 1 and December 1, 2025.
2. The Tenant explained his reasons for these breaches. He tried to send his cousin to pay the November 1, 2025 rent but his cousin did not do it. He was in the process of gathering a larger lump sum in December, which is why he missed the December 1, 2025 rent payment. However, the Tenant sent a friend to pay the arrears payment due November 15,

2025, and he paid a lump sum of \$5,000.00 on December 15, 2025 about a week before this set aside hearing, which brought all his current payments up to date.

The surrounding circumstances

3. Section 78(11) of the *Residential Tenancies Act, 2006* (the 'Act') allows me to make an order setting aside the L4 Order if, having regard to all the circumstances, it would not be unfair to set aside the order.
4. The Tenant advised he went through a period of financial challenge last year, which caused the rent arrears to start in the first place. Since mid-August 2025, he has worked steady employment and currently makes enough to be able to cover the monthly rent plus any upcoming rent arrears payments, and his life expenses.
5. The Tenant has 3 children ages 5, 13 and 16 that he has shared custody over. This rental unit is close to all 3 of their school zones. The Tenant testified he has been trying his best to save this tenancy and his children need to have this housing continue.
6. The Tenant acknowledged the problems he creates for the Landlord when he misses rent payments. The Tenant testified he tries his best to make the most of coming into the rental office to make a cash payment, but that it takes much time and effort on his part. He relies on public transit and it is a long ride, so a trip to pay rent can take hours of his day. Since his work finishes at 5:30pm (but the rental office closes at 5pm), he often has to take a day off work in order to make a trip to pay the rent. He promised he would sign up for pre-authorized payment in the future, or diligently get himself to the office to pay rent before or by the due date.
7. The Landlord's agent admitted that currently, as of the hearing, all arrears and monthly rent payments that were scheduled from the prior review consent order, have been paid up to date. Essentially, the last payment of \$5,000.00 made by the Tenant about a week before this hearing, took care of the current remaining balance owing up to December 31, 2025.
8. The Landlord's agent also advised this Landlord "Dawson Properties" currently has 55 buildings plus 18 duplexes, so approximately 2000 units in total. Based on this Landlord being a "larger" landlord, I find that they would suffer little to no financial prejudice if the tenancy is preserved.
9. With the momentum started from his recent lump sum payment on December 15, 2025, the Tenant should be given the chance to continue on this trajectory and bring his entire arrears balance up to date early in the new year.
10. I am satisfied that the inability of the Tenant to comply with the conditions in the prior payment plan resulted from a material change in circumstance that occurred after the date of the consent review order. With his new job and the distance travelled on public transit, the problem of paying monthly rent late for November and December was an issue that occurred for a limited time. With the Tenant's recent lump sum wiping out the arrears due up to the end of the year, and his commitment (to set up another method of rent payment or to travel prior to the rent due date if he maintains cash payments), I am satisfied that his circumstances have now changed where he can sustain an ongoing payment plan.

11. After considering all of the circumstances, and the remedial purpose of the Act where eviction should be a remedy of last resort, I find that it would not be unfair to set aside the L4 Order.

It is ordered that:

12. The Tenant's motion to set aside the L4 Order LTB-L-093293-25, issued on November 17, 2025 is granted. The L4 Order is set aside and cannot be enforced.
13. The prior consent review order LTB-L-022648-25-RV issued on September 4, 2025 is amended as follows:

Paragraph 2 is amended to state: **Order LTB-L-022648-25 is cancelled and replaced with the following:**

- (1) **The Tenant shall pay to the Landlord \$1,520.75 of rent arrears and costs up to December 31, 2025.**
- (2) **The Tenant shall pay the Landlord the amount set out in paragraph (1) above in accordance with the following schedule:**
- **On or before January 15, 2026, the Tenant shall pay to the Landlord \$773.00;**
 - **On or before February 15, 2026, the Tenant shall pay to the Landlord \$747.75.**

Paragraph 3 is amended to state: **The Tenant shall also pay to the Landlord new rent on time and in full as it comes due for January 1, 2026 and February 1, 2026 respectively, or until all the arrears are paid in full, whichever date is earliest.**

Paragraph 4 is amended to state: **If the Tenant fails to make any of the payments in accordance with this order (as listed in paragraphs 2 and 3 above), the outstanding balance of any arrears of rent and costs pursuant to paragraph 2 shall become immediately due and owing, and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant, and requiring the Tenant to pay any new rent arrears, NSF fees and related charges that became owing after December 31, 2025.**

January 27, 2026
Date Issued

Michelle Tan
Vice Chair, 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.