



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

File Number: LTB-L-062693-24-RV

In the matter of: F, 6 BRENTWOOD DR
GUELPH ON N1H5M5

Between: Jove Property Services Inc. Landlord

And

Danny Prescod Tenant

Review Order

Jove Property Services Inc. s(the 'Landlord') applied for an order to terminate the tenancy and evict Danny Prescod (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-062693-24 issued on January 7, 2025 as a result of a hearing that took place on December 10, 2024.

On June 25, 2025 the Tenant requested that the June 11, 2025 Board notice lifting the stay of Board order LTB-L-062693-24 issued on January 7, 2025 be reviewed.

On June 26, 2025 interim order LTB-L-062693-24-NL-RV-IN was issued, staying the orders issued on January 7, 2025 and May 20, 2025 and the notice issued June 11, 2025.

This application was heard by videoconference on July 14, 2025.

The Landlord and the Tenant attended the hearing. The Tenant declined to speak with Tenant Duty Counsel.

Determinations:

1. For the reasons that follow, the request to review the notice issued on June 11, 2025 and order issued on May 20, 2025 is denied and the order and notice remain unchanged.

REQUEST TO REVIEW

2. This matter was directed to a review as a result of a second review request made by the Tenant to determine whether there was a serious error in the proceedings; specifically, whether the Tenant paid the sheriff cost and when? And whether the enforcing of the January 7, 225 order was an abuse of process.

3. Looking at the Board's records, it appears that order LTB-L-062693-24-VO issued on May 20, 2025 found that the Tenant paid all the arrears owed and the application filing fee by April 16, 2025 and only owed the balance of the sheriff filing fee.
4. In that order, the Tenant was given until May 27, 2025 to pay \$300.11, which, if paid, would mean the order is void and if not paid, the eviction order would become enforceable.
5. It appears, per the notice LTB-L-062693-24-NL issued on June 11, 2025 that the Tenant paid this amount to the Board on June 6, 2025 which was after the deadline and so, the payment was returned to the Tenant and the stay was lifted of the May 20, 2025 order.
6. At the review hearing, the Tenant confirms the amount was not paid by the deadline because he believed they had thirty days from the date the order was issued to market the payment.
7. The Tenant testified that when the Board returned his payment, he paid it to the Landlord on June 17, 2025.
8. The Tenant accepts the payment was late but confirms it had been paid to the Board as directed and explains that he did not see the order until after June 1, 2025 as he travels for work and has asked his sister to get the paperwork sorted.
9. The Tenant seeks that his review request be granted, the order be declared void and his tenancy be preserved.

ANALYSIS

10. In reviewing the hearing recording for the May 8, 2025 hearing, it appears that the discussions surrounding the payment of the balance of the sheriff filing fee was that the Tenant would be able to pay within a day or two; when the Member informed the Tenant that this had to be paid to the Board, the Tenant was still confident in being able to pay it relatively quickly and confirmed his support worker would assist. The Tenant's support worker also committed to the Member that she would assist. So I find the Tenant's assertion that he thought the payment was due in 30 days to be inaccurate.
11. Subsections 75(15)-(17) speak to motions of this nature and the impact of the sheriff filing fee and state the following:
 - (15) If, on a motion under subsection (11), the Board determines that the landlord has paid any non-refundable amount under the Administration of Justice Act for the purpose of enforcing the order under subsection (3), the Board shall specify that amount in the order made under clause (14) (a) and shall provide in the order that it is not effective unless,
 - (a) the tenant pays the specified amount into the Board by a date specified in the order; and
 - (b) an employee in the Board issues a notice under subsection (16).

(16) If subsection (15) applies to an order made under clause (14) (a) and the tenant pays the amount specified in the order into the Board by the date specified in the order, an employee in the Board shall issue a notice to the tenant and the landlord acknowledging that the eviction order is void.

(17) If subsection (15) applies to an order made under clause (14) (a) and the tenant does not pay the amount specified in the order into the Board by the date specified in the order, the stay of the order under subsection (3) ceases to apply and the order may be enforced.

[Emphasis added.]

12. In this case, the Tenant was ordered to pay by May 27, 2025; the Tenant paid by June 6, 2025. The Board issued the notice on June 11, 2025 lifting the stay and returning the money to the Tenant.
13. I do not find there was a serious error in the proceedings, or that the order and notice contain serious errors. The outcome was in compliance with the above-mentioned sections of the Act. I also do not find the Tenant was not reasonably able to participate at the hearing as the hearing recording states otherwise. Therefore, the request to review is denied and the order remains unchanged.
14. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The request to review the notice LTB-L-062693-24-NL issued on June 11, 2026 and order LTB-L-062693-24-VO issued on May 20, 2025 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on June 26, 2025 is cancelled.
3. The stay of order LTB-L-062693-24 is lifted immediately.

January 27, 2026
Date Issued

Sonia Anwar-Ali
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.