



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

File Number: LTB-L-096919-25-SA

In the matter of: 21 MCCANN CRES
ELDORADO ON K0K1Y0

Between: Navita Singh
Surinder Singh

Landlords

And

William (Bill) Denny
Stacey Denny

Tenants

Navita Singh and Surinder Singh (the 'Landlords') applied for an order to terminate the tenancy and evict William (Bill) Denny and Stacey Denny (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Tenants did not meet a condition specified in the order issued by the LTB on September 19, 2025 with respect to application LTB-L-061208-25-SA.

The Landlords' application was resolved by order LTB-L-096919-25, issued on December 2, 2025. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-096919-25.

This motion was heard by videoconference on January 5, 2026.

The Landlord, Surinder Singh, the Landlord's legal representative, Carrie Aylwin, and the Tenant, William (Bill) Denny, attended the hearing. The Tenant spoke with Tenant Duty Counsel on the hearing date and confirmed that they had the authority to represent both named Tenants, as Mrs. Denny was at work.

Determinations:

There was a breach of the previous order

1. The Tenants failed to meet a condition specified in the order issued by the LTB on September 19, 2025 with respect to application LTB-L-061208-25-SA.
2. The Tenants admittedly failed to pay the \$1,000.00 arrears payment that was due on or by November 1, 2025 and they also failed to pay the lawful monthly rent for November on or by November 15, 2025.

3. The Tenants admitted, and their motion to set-aside also explains, that they deliberately withheld these payments to get the Landlords to do maintenance in the residential complex.
4. Further to this, the Tenants also failed to pay the arrears of \$642.00 for December 1, 2025 and January 1, 2026. They also failed to pay the December rent on or by December 15, 2025.
5. The Tenants only paid the \$1,000.00 arrears payment on or by October 1, 2025 and the October rent for October 15, 2025.
6. Despite this, and despite their previous motion to set-aside which was opposed by the Landlords and granted by the LTB based on the September 9, 2025 hearing of that motion, the Tenants request to reinstate a payment plan to continue the tenancy because they have 3 children ranging in ages from 17 to 20 and the other Tenant has issues with a bad heart.
7. At the hearing, the Tenant explained that they only had \$1,000.00 in their bank account but would be getting paid the same week. They also suggest that they have a trailer that is to be sold and they intend on paying off some arrears with that.
8. The Landlords were opposed to another payment plan and are justifiably frustrated with the Tenants because not only did they get forced into another unwanted payment plan with the Tenants, but the Tenants admitted to deliberately withholding the rent. Also, because the Tenants motion documents state that they are withholding the rent and yet at the hearing, they only have enough to cover \$1,000.00 when the rent alone is \$2,500.00.
9. This is the only rental property owned by the Landlords and the tenancy is only 1.5 years old and they have been before the Board relating to the Tenant's ongoing failure to pay which is causing financial hardship and is prejudicial because the Tenant's do not follow through with their promises to pay. Without the payments, they have to take funds from their daughter's education fund and their vacation funds.
10. I agree with the Landlords that it would be prejudicial to grant another payment plan for the Tenants under all of the circumstances.
11. While the Tenants claim that there are unresolved maintenance issues that require the attention of the Landlords, there is no lawful right for the Tenants to withhold rent payments to get the Landlords' attention. Additionally, they filed false documents with respect to their motion by stating that they were withholding the funds when in actual fact they do not have them.
12. In the previous set-aside order the Member notes that the Tenant's must ensure that they take responsibility for their finances and their circumstances were given much gravity in the Member's determinations in their reason for granting the Tenant's another chance.
13. Despite this additional opportunity, the Tenants failed to honour what they promised, and they did so with the intention of disadvantaging the Landlords. They are the authors of their own misfortune in this respect.

The surrounding circumstances

14. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-096919-25-AM.
15. At the hearing the parties were advised that I would be denying the Tenants motion and I took submissions on how long before lifting the stay of the exparte order.
16. The Tenants requested that they be given as long as possible and the Landlords were opposed to granting any additional time at all because of the unlikeliness that the Tenants would pay anything for their extended stay.
17. Given that the Tenants have already had the benefit of time with filing their motion, I find that any further time would be prejudicial to the Landlords beyond January 31, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-096919-25-AM, issued on December 2, 2025, is denied.
2. The stay of order LTB-L-096919-25-AM is lifted January 31, 2026.
3. Order LTB-L-096919-25-AM is unchanged.

January 30, 2026

Date Issued

Terri van Huisstede

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.