



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

File Number: LTB-L-074260-25-SA

In the matter of: 211, 139 MARY ST N
OSHAWA ON L1G7X1

Between: NEW HOPE NON-PROFIT DWELLINGS Landlord
(DURHAM)

And

RONALD SHEEHAN Tenant

NEW HOPE NON-PROFIT DWELLINGS (DURHAM) (the 'Landlord') applied for an order to terminate the tenancy and evict RONALD SHEEHAN (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 August 13, 2025 with respect to application LTB-L-049195-25-SA.

The Landlord's application was resolved by order LTB-L-074260-25, issued on September 10, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-074260-25.

This motion was heard by videoconference on January 7, 2026.

The Tenant attended the hearing with their support person Jodie Saunders. The Landlord was represented by Marie Galevski.

Determinations:

1. The Tenant failed to meet a condition specified in the order issued by the LTB on August 13, 2025, with respect to application LTB-L-049195-25-SA. Specifically, the Tenant did not pay \$3,776.90 toward the arrears by August 31, 2025 and did not pay their rent due September 1, 2025.
2. This motion is brought pursuant to s.78(11) of the *Residential Tenancies Act, 2006* (the 'Act'). As the Tenant acknowledges breaching the previous order, the only issue before me is whether I am satisfied, having regard to all the circumstances, that it would not be unfair to set aside the order.

The Surrounding Circumstances

3. The Tenant's support worker testified that a substantial portion of the arrears ordered to be paid by August 31, 2025, was in fact paid through a third-party agency. A payment of approximately \$2,310.90 was issued and applied to the Tenant's account.
4. However, the balance of the arrears required by the order was not paid by the deadline. The support worker testified that this remaining amount was expected to be covered by a housing stability program. According to her evidence, that payment was delayed and ultimately not completed due to communication difficulties and uncertainty about whether eviction proceedings would continue.
5. The Divisional Court has repeatedly affirmed that eviction is a remedy of last resort and should only be ordered where it is no longer possible to bring the tenancy back into good standing (see *Britannia Glen Co-operative Homes v. Singh*, and *Langford v. Phipps*).
6. I accept that attempts were made to secure the outstanding funding and that the delay was not the result of bad faith by the Tenant. I also accept that the Tenant and his support worker believed, albeit mistakenly, that attempted payment or pending approval would be sufficient to comply with the August 13, 2025 order.
7. The support worker testified that if the Tenant's motion were granted then the payment expected from the housing stability fund could be completed. Given the circumstances, I find it appropriate to grant the Tenant's motion and replace the order with voidable eviction order. If the Tenant is able to pay the arrears by February 15, 2026, they will be able to bring the tenancy back into good standing and stay in the rental unit. Otherwise, the tenancy shall terminate.

It is ordered that:

1. The motion to set aside Order LTB-L-074260-25, issued on September 10, 2025, is granted.
2. Order LTB-L-074260-25, issued on September 10, 2025, is set aside and cannot be enforced.

L1 Application

3. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
4. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 1. \$5,008.60 if the payment is made on or before February 15, 2025. See Schedule 1 for the calculation of the amount owing.
5. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after February 15, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.

6. If the Tenant does not pay the amount required to void this order the Tenants must move out of the rental unit on or before February 15, 2026.
7. If the Tenant does not void the order, the Tenant shall pay to the Landlord **\$2,702.53**. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
8. The Tenant shall also pay the Landlord compensation of \$31.66 per day for the use of the unit starting February 16, 2026, until the date the Tenant moves out of the unit.
9. If the Tenant does not pay the Landlord the full amount owing on or before February 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 16, 2026, at 4.00% annually on the balance outstanding.
10. If the unit is not vacated on or before February 15, 2026, then starting February 16, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
11. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after February 16, 2026.

L2 Application

12. If the Tenant voids the L1 portion of the eviction order, the Tenant shall pay the Landlord the monthly rent owing on or before the first day of each and continuing thereafter for 12 consecutive months.
13. If the Tenant fails to make any of the payments in paragraph 12 above, the Landlord may apply under section 78 of the Act, within 30 days of the breach and without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant.

January 30, 2026

Date Issued

Bryan Delorenzi

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on July 15, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy, if the payment is made before February 15, 2026

Rent and costs owing to February 28, 2026	\$4,822.60
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$5,008.60

B. Amount the Tenants must pay if the tenancy is terminated

Rent and costs owing to hearing date	\$3,118.22
Application filing fee	\$186.00
Less the amount of the last month's rent deposit	- \$567.01
Less the amount of the interest on the last month's rent deposit	- \$34.68
Total amount owing to the Landlord	\$2,702.53
Plus daily compensation owing for each day of occupation starting January 8, 2026	\$31.66 (per day)