



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

File Number: LTB-L-092828-25-SA

In the matter of: 119, 108A ANNE ST N
BARRIE ON L4N6V7

Between: Project 441 Non Profit Home Corporation c/o Landlord
AMR Property Management

And

Santina Hamilton Tenants
Murray Hamilton

Project 441 Non Profit Home Corporation c/o AMR Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Santina Hamilton and Murray Hamilton (the 'Tenant') 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 October 27, 2025 with respect to application LTB-L-065131-25.

The Landlord's application was resolved by order LTB-L-092828-25, issued on November 10, 2025. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-092828-25.

This motion was heard by videoconference on December 15, 2025.

The Landlord's Legal Representative, Carli de Vos, and the Tenant, Santina Hamilton, attended the hearing.

Determinations:

1. The Tenants failed to meet a condition specified in the order issued by the LTB on October 27, 2025 with respect to application LTB-L-065131-25. Specifically, the Tenants failed to pay their rent on the day it was due in November 1, 2025, contrary to the consent order agreed to on October 16, 2025 and issued on October 27, 2025.
2. As I am satisfied that the Tenants breached to order issued on October 27, 2025, the next issue before me is whether it would be unfair in all the circumstances to grant the Tenants' motion and set aside the eviction order issued on November 10, 2025.

3. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-092828-25.
4. The Tenant indicated that the order was breached due to difficult domestic and medical issues. They indicated that they have recently returned to work on a part-time basis and were going to apply for ODSP. They indicated that they were trying to access some savings that could be put toward the rent arrears owing. The other tenant is the Tenant's 73-year-old father, whom the Tenant takes care of.
5. The Landlord's Legal Representative submitted that there had been no payments made since the consent was entered into on October 16, 2025 and that there was no reasonable expectation that the Tenants would make a payment. They noted that the payment promised in the Tenants' motion, to be made on or before November 22, 2025, was not done.
6. I undertook a detailed analysis of the Tenants' financial situation at the hearing and am not confident that the tenancy will be viable going forward. As such, it would be unfair to the Landlord to set aside the eviction order and the Tenants' motion must be denied.

The stay is lifted on February 28, 2026

7. The final issue before the Board is with respect to lifting the stay. The Landlord requested an immediate lifting of the stay, while the Tenants indicated that it would take them until at least end February 2026 to find a new place to live due to medical issues and the difficulties in moving the elderly Tenant.
8. Given all of the above, and after considering all of the circumstances, I find that it would not be unfair to delay lifting the stay to February 28, 2026, to allow the Tenants sufficient time to find a new place to live.

It is ordered that:

1. The motion to set aside Order LTB-L-092828-25, issued on November 10, 2025, is denied.
2. The stay of order LTB-L-092828-25 is lifted on February 28, 2026.

February 5, 2026

Date Issued

Curtis Smith

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.