



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

File Number: LTB-L-108328-25-SA

In the matter of: 1406, 5 ANN ST
MISSISSAUGA ON L5G3E8

Between: 1248153 ONTARIO LTD. O/A Landlord
HARBOURVIEW APTS.

And

TREVOR ROBINSON Tenant

1248153 ONTARIO LTD. O/A HARBOURVIEW APTS. (the 'Landlord') applied for an order to terminate the tenancy and evict TREVOR ROBINSON (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 July 22, 2025 with respect to application LTB-L-023814-25.

The Landlord's application was resolved by order LTB-L-108328-25, issued on January 9, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-108328-25.

This motion was heard by videoconference on February 2, 2026.

The Landlord's representative Eric Steiman and the Tenant attended the hearing.

Determinations:

1. The Tenant's motion to set aside the eviction order was brought pursuant to subsection 78(11) of the *Residential Tenancies Act*, 2006 (the "Act")
2. The Board must first determine whether or not the Tenant breached order LTB-L-023814-25 issued on July 22, 2025 (the "Section 78 Order").
3. The Section 78 Order provided that the Landlord could apply to the Board under section 78 of the Act without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant did not meet certain conditions specified in the order. If the Board finds that the Tenant did breach the Section 78 Order, then the Board must decide whether or not "in all the circumstances" it would be "unfair to set aside" the eviction order. If the Board determines that it would not be unfair to set aside the eviction order then the Board is

supposed to grant the motion and set aside the order. If the Board determines that it would be unfair to set aside the eviction order then the motion must be denied.

4. The Tenant breached the Section 78 Order. In particular, the Tenant did not pay the full final arrears payment in the amount of \$5001.96 on or before December 22, 2025.
5. The next issue is whether or not “in all the circumstances” it would be “unfair to set aside” the eviction order.
6. Notwithstanding the breach, the Tenant has been making substantial payments towards the arrears. At the hearing, it was noted that the total amount owing by the Tenant as of January 31, 2026 was only \$147.22, however, the Tenant failed to pay the monthly rent of \$1852.23 for February 2026 rent. The total amount owing to February 28, 2026 was thus \$1999.45. The Landlord did not vigorously oppose that the Tenant’s motion be granted, however, the Landlord requested that a voidable eviction order be granted.
7. The Tenant expressed frustration with the Landlord’s purported late notification of arrears and with the condition of the rental unit. When the Tenant was advised that the Tenant’s maintenance concerns were not to be considered at the motion to set aside, the Tenant became argumentative. Notwithstanding the foregoing, it is clear the Tenant has been making regular and substantial payments towards the arrears since the issuance of the Section 78 Order in July 2025. Based upon the evidence presented, including the substantial reduction in arrears in the months leading up to the hearing, I am satisfied that a conditional order would be fair in the circumstances.

It is ordered that:

1. The motion to set aside Order LTB-L-108328-25, issued on January 9, 2026, is granted.
2. Order LTB-L-108328-25, issued on January 9, 2026, is set aside and cannot be enforced.
3. The previous order issued on July 22, 2025 with respect to LTB-L-023814-25 is cancelled and replaced with the following terms:
4. The Tenant shall pay to the Landlord \$1999.45 for arrears of rent up to February 28, 2026 and costs.
5. The Tenant shall pay to the Landlord the amount set out in paragraph 4 **on or before February 28, 2026.**

6. If the Tenant fails to make the payment in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order 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 that the Tenant pay any new arrears, NSF fees and related charges that became owing after February 28, 2026.

February 12, 2026

Date Issued

Peter Nicholson

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.