



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

Citation: Cedargreen Landscape Contractors Holdings Ltd.v Grummett, 2026 ONLTB 12461

Date: 2026-02-05

File Number: LTB-L-106658-25-SA

In the matter of: 2, 165 DELTA ST
ETOBICOKE ON M8W4E4

Between: Cedargreen Landscape Contractors Holdings Ltd. Landlord

And

Amanda Grummett Tenant

Cedargreen Landscape Contractors Holdings Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Amanda Grummett (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 December 16, 2025 with respect to application LTB-L-080293-25.

The Landlord's application was resolved by order LTB-L-106658-25, issued on January 7, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-106658-25.

This motion was heard by videoconference on February 3, 2026.

The Landlord's agent, Carmela Manna, the Landlord's legal representative, Christina Nastas, the Tenant, and the Tenant's legal representative, Dariya Alton, attended the hearing. Fernando Chavez from EPIC was also available as a witness for the Tenant.

Determinations:

1. The Landlord's L4 application was based on an order that was issued on December 16, 2025 where the Hearing Officer, Eno Ubia, had made a clerical mistake with respect to the date the first payment was due. The order incorrectly stated that the payment was due on November 19, 2025 and the order was amended on January 16, 2026 to correct the date to December 19, 2025 as the parties had originally agreed.
2. On the basis that the original order was amended, and the Landlord filed their L4 application on December 17, 2025 there was no basis in which to consider the breach of

the order issued on December 16, 2025 and therefore the exparte order issued on January 7, 2026 must be set-aside and the Tenant's motion granted. There was no breach within the 30 days prior to the L4 application being filed as required by subsection 78(5) of the *Residential Tenancies Act, 2006* (the 'Act').

3. Furthermore, both parties agreed that as of December 22, 2025 the Tenant was no longer in arrears of rent as they had paid the entire balance of arrears including the December rent by this date. The Tenant admits that they were late to deliver their cheque to the Landlord by the December 19, 2025 date, but submit that they paid off the entire balance at that time rather than continuing with their consent payment agreement.
4. The Landlord submits that they want the Tenant to adhere to their obligation to pay rent in full and on time up until June of 2026 based on paragraph 3 of their consent agreement, despite there being no actual rent arrears owing. However, they failed to provide the authority in which the LTB can order ongoing rent on time in absence of any underlying rent arrears. The Tenant was opposed to consenting to such an order considering their arrears were already paid in full and there was no basis in which to consider ordering ongoing rent to be paid as the originating application was for non-payment of rent and not persistent late payment of rent, which are distinctly different.
5. I agree with the Tenant and deny the Landlord's request for a future conditional order to pay the ongoing rent in full and on time as I do not have the jurisdiction to consider the Landlord's request on the application before me.
6. The authority to consider the Landlord's request is not within the purview of their originating application to terminate the tenancy and evict the Tenant for non-payment of rent as required under subsection 78(1)2i of the Act.). This section provides that a landlord may, without notice to the tenant, apply to the Board for an order terminating a tenancy or evicting the tenant if the following criteria are satisfied as follows:
 1. The landlord previously applied to the Board for an order terminating the tenancy or evicting the tenant.
 2. A settlement agreed to under section 194 or order made with respect to the previous application
 - i. Imposed conditions on the tenant that, if not met by the tenant, **would give rise to the same grounds for terminating the tenancy as were claimed in the previous application**, and
 - ii. Provided that the landlord could apply under this section if the tenant did not meet one or more of the conditions described in subparagraph i.
 3. The tenant has not met one or more of the conditions described in subparagraph 2 i. (Emphasis added)
7. What the Landlord is essentially asking is that I consider amending the originating notice to an N8 Notice pursuant to section 58 of the Act for persistent late payment of rent rather than the N4 Notice given pursuant to section 59 of the Act. I lack the jurisdiction to amend an originating notice of termination and on this basis the request must be denied.

8. Non-payment of rent and persistent late payment of rent are distinctly different under the Act and involve distinct bases for application before the LTB. See also [Tataw v. Minto Apartment L.P., 2023 ONSC 4238 \(CanLII\)](#) paras 14, 19 and 21.
9. While it is commonplace for the LTB to order ongoing rent payments in full and on time for the duration of the repayment of arrears as part of an ongoing obligation on a tenant to reduce the potential prejudice to the landlord, once those arrears are extinguished, then the grounds in which the originating application was based, no longer exists and therefore a landlord is not entitled to an order from the LTB for ongoing rent in full and on time.
10. This does not stop the Landlord from initiating their own application for persistent late payment of rent should they feel it necessary to do so.

It is ordered that:

1. The motion to set aside Order LTB-L-106658-25, issued on January 7, 2026, is granted.
2. Order LTB-L-106658-25, issued on January 7, 2026, is set aside and cannot be enforced.

February 5, 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.