



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

Citation: Homestead Land Holdings Ltd. v Foster, 2026 ONLTB 13196

Date: 2026-02-13

File Number: LTB-L-108919-25-SA

In the matter of: 1112, 1257 LAKESHORE RD E
MISSISSAUGA ON L5E1G3

Between: Homestead Land Holdings Ltd.

Landlord

And

Nicholas Foster

Tenant

Homestead Land Holdings Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Nicholas Foster (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 May 20, 2025 with respect to application LTB-L-010083-25.

The Landlord's application was resolved by order LTB-L-108919-25, 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-108919-25.

This motion was heard by videoconference on February 4, 2026.

The Landlord's representative, Prarthana Bhat, and the Tenant attended the hearing.

Determinations:

There was a breach of the previous order

1. The Tenant does not dispute that he did not pay rent in full on December 1, 2025, in that he paid \$1,624.40 instead of \$1,650.00.
2. As such, I am satisfied that the Tenant failed to meet a condition specified in the order issued by the LTB on May 20, 2025 with respect to application LTB-L-010083-25.

The surrounding circumstances

3. For the following reasons, I find that it would be unfair to set aside order LTB-L-108919-25.
4. The Tenant does not dispute that on April 30, 2025 he received an order granting an above-guideline rent increase to the Landlord. The order confirmed that his rent would increase from

\$1,624.40 to \$1,673.56 on June 1, 2025. He stated that before that increase took place, he received order LTB-L-01083-25 issued on May 20, 2025 stating that his lawful rent was \$1,624.40.

5. Neither the Tenant nor the Landlord's new representative could confirm whether the upcoming above-guideline rent increase was raised at the hearing on May 14, 2025. There is no mention in the order about the upcoming above-guideline rent increase on June 1, 2025. As such, I find it plausible that the Tenant was confused and believed that his rent was \$1,624.40.
6. The Tenant denied receiving the Landlord's annual N1 notice of rent on August 27, 2025 stating that his rent would increase on January 1, 2026 to \$1,708.69, which the Landlord's representative stated was slid under his door on August 27, 2025. The Tenant confirmed that previous annual notices of rent increases had been slid under his door but denies he received one on August 27, 2025.
7. Pursuant to section 201(d) of the *Residential Tenancies Act, 2006*, I permitted the Landlord's representative to upload evidence of service of the N1 notice on the Tenant on August 27, 2025. The Landlord's representative produced a copy of the service list [Doc 7303320] which indicates that N1 notice was successfully slid under the door on August 27, 2025 at 4:10 p.m. by a person identified as Seema.
8. Based on the evidence before me, I find it more likely than not that the Tenant received the N1 notice of rent increase. He confirmed that previous N1 notices had been slid under his door without incident. The service sheet confirms that there were no issues with sliding it under the Tenant's door and identifies any units where it was not possible to slide them under the door.
9. After reviewing payments and rent increases with the Landlord's representative, the parties agreed that the rent shortfall as of January was \$953.61. This included a shortfall of rent paid in June 2025 of \$828.56. While the Tenant also admitted that he had not paid the January 31, 2025 arrears payment of \$550.30 or rent for February, he did not provide any reasonable explanation as to why he had not made those payments. I was satisfied that the rent arrears as of the date of the hearing were \$3,212.60.
10. The Tenant stated that he could immediately pay rent for February in the amount of \$1,708.69 and requested that the payment plan set out in order LTB-L-108919-25 be extended a further three months to allow him time to pay off the remaining \$1,503.91. He stated that if his quarterly wage bonus arrived, he would pay off all the arrears at that time.
11. The Landlord's representative opposed any amendment to the payment plan, stating that the Tenant's failure to pay rent was habitual and that there had already been numerous attendance at the Board regarding this tenancy based on non-payment of rent. She stated that the first L1 application was discontinued after the Tenant managed to pay the rent arrears at the last moment, the second L1 application resulted in the consent order and payment plan, the third order was an ex parte order issued after the Tenant breached the payment plan. The Tenant was successful in having that L4 order set aside because he paid the arrears. Thereafter, the Tenant breached the payment plan again resulting in a second L4 order and the Tenant's motion to set it aside once again.

12. The Landlord's representative stated that setting aside order LTB-L-108919-25-SA would be extremely prejudicial to the Landlord. She stated that the Tenant received a payment plan, breached it, and has already received a reprieve because he managed to pay the arrears. She stated that this time the Tenant has not paid off the additional arrears and he is now seeking to extend the payment plan to allow him to do so. She stated that given the Tenant's history, he is sure to breach his obligations again and it is unfair to the Landlord to keep having to return to the Board.
13. The Landlord's representative stated that the tenancy commenced on October 8, 2017 and that Landlord has served multiple N4 notices on the Tenant. She said he refuses to address the N4 notices until he is in trouble.
14. The Tenant denied that he did not communicate with the Landlord stating that he had been communicating with the Landlord's previous representative and had been unaware that she had left. However, he did not provide any documentary evidence, such as text messages or emails, confirming those communications.
15. The Tenant did not deny that he has had issues paying rent on time but said that he always manages to catch up and the fact that he has live in the unit for nine years proves that he is a good Tenant.
16. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-108919-25. This is the second time the Tenant has breached the payment plan which he consented to on May 14, 2025. Other than possible confusion that may have arisen regarding the timing of the above guideline rent increase and the Board's order dated May 2025, the Tenant offered no reasonable explanation for not paying the arrears payment on January 31, 2026 or his rent on February 1, 2026.

The stay is lifted on February 28, 2026

17. The stay of order LTB-L-108919-25 is lifted on February 28, 2026. This provides a little extra time for the Tenant to find a new place to live while minimizing prejudice to the Landlord.

It is ordered that:

1. The motion to set aside Order LTB-L-108919-25, issued on January 9, 2026, is denied.
2. The stay of order LTB-L-108919-25 is lifted on February 28, 2026.
3. Order LTB-L-108919-25 is unchanged.

February 13, 2026
Date Issued

Karen Gonçalves
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.