



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

File Number: LTB-L-002636-26-SA

In the matter of: 473541 County Road 11
Amaranth ON L9W5L9

Between: Robert Stockey Landlord

And

Trevor Morrisey Tenants
Rebecca Tripp

Robert Stockey (the 'Landlord') applied for an order to terminate the tenancy and evict Trevor Morrisey and Rebecca Tripp (the 'Tenants') and for an order to have the Tenant pay the rent they owe because the Tenants did not meet a condition specified in the order issued by the LTB on September 25, 2025 with respect to application LTB-L-065937-25.

The Landlord's application was resolved by order LTB-L-002636-26, issued on January 14, 2026. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-002636-26.

This motion was heard by videoconference on February 9, 2026.

The Landlord and the Tenants attended the hearing.

The following witness testified at the hearing:
Judie Bradley (JB), property manager, on behalf of the Landlord

Determinations:

There was a breach of the previous order

1. The Tenants failed to meet a condition specified in the order issued by the LTB on September 25, 2025 with respect to application LTB-L-065937-25. The Tenants did not pay \$12,941.00 on or before December 31, 2025. The Tenants asserted that the Landlord had agreed to extend this deadline for payment, however both the Landlord and the Landlord's property Manager denied this assertion in their testimony.

The surrounding circumstances

2. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-002636-26.
3. The Landlord submitted that the Tenants failed to pay rent owing for last June, July and August which led to the previous order for repayment. He also submitted that the Tenants' breached that payment plan and as a result he would prefer that the Tenants leave the unit. He further submitted that the Tenants have had problems making rental payments on time.
4. The Tenants requested to continue their tenancy. They stated that they notified the Landlord in early December that their payment due December 31, 2025 would be late as they were relying on receiving funds from CRA which would only be received in January 2026. The Tenants offered to pay an additional \$400.00 and their rent on time for January 2026 until these funds arrive from CRA. The Tenants made those payments to the Landlord as promised.
5. Additionally, there was no dispute that the Tenants have since paid the Landlord all amounts owed pursuant to the prior order, plus the January and February 2026. Therefore, as of the date of this hearing, there are no moneys owed to the Landlord.
6. The *Residential Tenancies Act, 2006* (the 'Act') is predicated on a remedial nature. In this instance, the Tenants have remedied the rent arrears owing to the Landlord, the original grounds for eviction in the Landlord's application. In these circumstances, I find that it would not be unfair to set aside the eviction order.

It is ordered that:

1. The motion to set aside Order LTB-L-002636-26, issued on January 14, 2026, is granted.
2. Order LTB-L-002636-26, issued on January 14, 2026, is set aside and cannot be enforced.
3. The previous order issued on September 25, 2025 with respect to LTB-L-065937-25 has been satisfied.

February 11, 2026
Date Issued

Lisa Del Vecchio
Member, Landlord and Tenant Board

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