



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

Citation: Oakview Heights v Henry, 2026 ONLTB 15362

Date: 2026-02-18

File Number: LTB-L-002905-26-SA

In the matter of: 206, 2000 Sheppard Ave W
Toronto ON M3N1A2

Between:	Oakview Heights	Landlord
	and	
	Jameelah Henry	Tenant

Oakview Heights (the 'Landlord') applied for an order to terminate the tenancy and evict Jameelah Henry (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 January 8, 2026 with respect to application LTB-L-089848-25.

The Landlord's application was resolved by order LTB-L-002905-26, issued on January 19, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-002905-26.

This motion was heard by videoconference on February 11, 2026.

The Landlord's Legal Representative, Samuel Korman, and the Tenant attended the hearing.

Determinations:

1. The previous order provided that the Landlord could apply to the Board under section 78 of the *Residential Tenancies Act, 2006* (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.
2. Pursuant to section 78(11) of the Act, the issues are as follows:
 - Did the Tenant breach the mediated agreement? If the answer to that question is "NO"; then the motion must be granted and the eviction order set aside;
 - If the Tenant did breach the mediated agreement, the issue becomes whether or not the Board is satisfied, having regard to all the circumstances, that it would not be unfair to set aside the eviction order. If the Board determines that it would not be

unfair to set aside the eviction order, the motion must be granted and the eviction order must be set aside. Pursuant to s.78(12), the Board may then amend the previous mediated agreement if it is deemed appropriate to do so;

- If the Board is not satisfied that it would not be unfair to set aside the eviction order, then the Board must decide whether or not to delay lifting the stay of the eviction order.

Breach

3. There is no dispute that the Tenant did not pay \$2,114.00 towards the arrears on or before December 31, 2025 or \$1,505.36 on or before January 1, 2026. The Tenant confirmed that after receiving notice of the breach, she learned that two payments sent directly from Ontario Works were returned NSF. The Landlord confirmed that a stop payment was put on the cheques.

Set Aside

4. Pursuant to section 78(11)(b) of the Act, the Board may make an order setting aside the ex parte order issued if the Board is satisfied, having regard to all the circumstances, that it would not be unfair to set aside the order.
5. It was undisputed that part of the Tenant's rent is subsidized by the City of Toronto, a portion is paid by Ontario Works and the Tenant pays a portion. The Tenant did not dispute that the City of Toronto has not been making their portion of the payments on time, resulting in additional breaches of the order by the Tenant. The Tenant testified that Ontario Works has confirmed that they will pay the full balance owing and will send the payment directly to the Landlord.
6. This is the first motion by the Tenant to set aside an eviction order for breach of the previous order. There is no dispute that the Tenant has made some efforts to make payments to the Landlord to rectify the situation and she assures that, if given until March 31, 2026, she will work with Ontario Works and the Landlord to ensure that the full balance gets paid.
7. I am mindful of the fact that the Tenant has been irresponsible with respect to her responsibility to ensure that she makes the required payments in full and on time. However, the Tenant has lived in the rental unit for 23 years, she has a son and grandchildren and her community in the area. The Landlord did not provide any evidence to suggest that the late payments impacted their ability to maintain the building or otherwise have a detrimental impact on the business. Additionally, it was the Landlord who proposed a voidable order to April 1, 2026 at the last hearing. For these reasons, I find it would not be unfair to set aside the previous order and allow the Tenant one more opportunity to pay the arrears to the Landlord and maintain her tenancy.
8. The Landlord's ledger shows that there is \$1,988.26 owing for the period ending February 28, 2026. While the Tenant initially disputed this amount, she confirmed that all payments were accounted for in the ledger. Therefore, I find that the Tenant owes \$1,988.26 to

February 28, 2026 and the Tenant will be required to pay this amount, and any new rent that becomes due, by March 31, 2026 in order to maintain her tenancy.

It is ordered that:

1. The motion to set aside Order LTB-L-002905-26, issued on January 19, 2026, is granted.
2. Order LTB-L-002905-26, issued on January 19, 2026, is set aside and cannot be enforced.
3. The previous order issued on January 8, 2026 with respect to LTB-L-089848-25 is cancelled and replaced with this order.
4. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
5. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$1,988.26 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$3,493.62 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.
6. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after March 31, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 7. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before March 31, 2026.**
 8. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$1,027.29. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
 9. The Tenant shall also pay the Landlord compensation of \$49.49 per day for the use of the unit starting February 12, 2026 until the date the Tenant moves out of the unit.
 10. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.
 11. If the unit is not vacated on or before March 31, 2026, then starting April 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 12. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after April 1, 2026.

February 18, 2026
Date Issued

Candace Aboussafy
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on October 1, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026

Rent Owing to February 28, 2026	\$1,802.26
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$1,988.26

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 6, 2026

Rent Owing to March 31, 2026	\$3,308.62
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$3,493.62

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing to Hearing Date	\$841.29
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$1,027.29
Plus daily compensation owing for each day of occupation starting February 12, 2026	\$49.49 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	