



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

**Citation:** 7748728 Canada Ltd v Thring, 2026 ONLTB 17248

**Date:** 2026-03-02

**File Number:** LTB-L-003212-26-SA

**In the matter of:** 101 Stuart  
Hamilton ON L8L1B6

**Between:** 7748728 Canada Ltd Landlord

**And**

Kate-Lynn Marie Thring Tenants  
Green Justin

7748728 Canada Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Kate-Lynn Marie Thring and Green Justin (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Tenants did not meet a condition specified in the mediated settlement signed by the parties on November 28, 2025 with respect to application LTB-L-075030-25.

The Landlord's application was resolved by order LTB-L-003212-26, issued on January 20, 2026. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-003212-26.

This motion was heard by videoconference on February 18, 2026. The Landlord's agent Richard Rossman and the Tenant Justin Green attended the hearing.

### **Determinations:**

1. The prior order issued November 28, 2025 was a consent repayment plan for arrears of rent owing. The arrears owing as per this order were \$9,286.00.
2. The ex-parte order issued on January 20, 2026 terminates the tenancy because the Tenants failed to pay the lawful rent owing for January 2026 and because the Tenants failed to pay the ordered arrears payment of \$700.00 on or before December 20, 2025.
3. The Tenants do not dispute breaching the prior order. Therefore, the only issue for the Board to determine is whether it would be unfair in all of the circumstances to set aside the January 20, 2026 ex-parte order.

4. As explained below, after considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-003212-26.
5. The parties agree that since the breaches noted in the January 20, 2026 ex-parte order, that the Tenants have also failed to pay the lawful rent for February 2026. The arrears owing as of the motion hearing were \$12,386.00.
6. The Tenant present at the hearing testified that he was laid off from his employment in January 2026 and had his hours reduced in December 2025. The Tenant is not currently back to work and is only receiving EI payments. The Tenant claimed that he is expecting a lump sum payment from EI for back-pay and is further anticipating funds from a rent relief program. The Tenant however provided no documentary evidence to support that such funds were expected to be received.
7. Based on the evidence and submissions before the Board, I find that it would be unfair to grant the Tenants motion and order a new repayment plan as it would likely result in another breach and additional arrears owing. The Landlord in this case, negotiated a repayment plan in good faith with the Tenants and the terms of the consent order were breached within one month of the order being issued. The arrears of rent have also only increased since the prior order was issued on November 28, 2025.
8. Under the Act, the general intention is that the Board has an obligation to uphold and enforce the agreements into which landlords and tenants enter into. If it does not do so, then there is little incentive for parties to attempt negotiation. Board orders and mediated agreements are not mere suggestions with respect to conduct, but legally binding orders. If the Board does not uphold and enforce its own orders, disrespect for the Board's processes will inevitably ensue.
9. As such, the Tenants motion is denied. At the hearing, the Landlord did not oppose a delay in lifting the stay to March 31, 2026. The Tenant requested that the stay be delayed for a period of three months.
10. Given the quantum of arrears and the likelihood of more arrears accruing, I find that March 31, 2026 is a appropriate date to delay the lifting of the stay. This date provides the Tenants with some additional time to secure alternate housing and ensures that the Landlord is not further prejudiced with additional arrears owing.
11. This Order contains all the reasons for this matter. No further reasons will issue.

**It is ordered that:**

1. The motion to set aside Order LTB-L-003212-26, issued on January 20, 2026, is denied.
2. The stay of order LTB-L-003212-26 is lifted March 31, 2026.

**March 2, 2026**  
**Date Issued**

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Fabio Quattrociocchi  
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.