



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

Citation: Meyer v Kennedy, 2026 ONLTB 17250

Date: 2026-02-25

File Number: LTB-L-001076-26-SA

In the matter of: Main Unit, 87 AZORES CRES
CAMBRIDGE ON N1R7Z5

Between: Whitney Meyer
Milton Dasilva
Landlords

And

Michael Kennedy
Michelle Hooey
Tenants

Whitney Meyer and Milton Dasilva (the 'Landlords') applied for an order to terminate the tenancy and evict Michael Kennedy and Michelle Hooey (the 'Tenants') because the Tenant did not meet a condition specified in the order issued by the LTB on October 14, 2025 with respect to application LTB-L-062061-25.

The Landlord's application was resolved by order LTB-L-001076-26, issued on January 13, 2026. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-001076-26.

This motion was heard by videoconference on February 18, 2026. The Landlord Milton Dasilva, the Landlord's legal representative Barrett M. Beaudoin and the Tenants attended the hearing.

Determinations:

1. The prior order issued on October 14, 2025 is a consent order requiring the Tenants to pay arrears of rent owing and to pay their lawful rent in full and on time for the period of November 1, 2025 to October 1, 2026.
2. The ex-parte order issued on January 13, 2026 terminates the tenancy because the Tenants failed to pay the lawful rent for January 2026 in full and on time.
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 13, 2026 ex-parte order.

4. As explained below, I find that it would not be unfair to set aside order LTB-L-001076-26, issued on January 13, 2026.
5. The Tenants testified that they were unable to pay the January 2026 rent in full and on time because their bank account was frozen due to suspected fraud on their account. The Tenants submitted into evidence documents from their bank confirming such action (TT exhibit #1).
6. The parties agree that the January 2026 rent was paid in full on January 9, 2026, which was after the Tenant's bank account was un-frozen. The parties further agree that the rent for February 2026 was paid in full and on time.
7. Section 78(11)(b) of the *Residential Tenancies Act, 2006* (the Act) states that the Board may set aside an ex-parte order if satisfied that having regard to all of the circumstances that it would not be unfair to do so. This applies even if the Board is satisfied that there was a breach of the prior order.
8. Based on the evidence and submissions before the Board, I find that it would not be unfair to set aside the ex-parte order issued on January 13, 2026. The evidence before the Board is clear that the breach was due to an unforeseen circumstance experienced by the Tenants and that the breach was cured within a short period of time. The evidence before the Board is also clear that the Tenants have shown good faith and have continued to comply with the terms of the prior order after the noted breach.
9. As such, the Tenant's motion is granted and the terms and conditions of the prior consent order issued on October 14, 2025 will remain in effect.
10. 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-001076-26, issued on January 13, 2026, is granted.
2. Order LTB-L-001076-26, issued on January 13, 2026, is set aside and cannot be enforced.
3. The previous order issued on October 14, 2025 with respect to LTB-L-062061-25 remains in full force and effect.

February 25, 2026
Date Issued

Fabio Quattrociochi
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.