



**Order under Section 74(14)  
Residential Tenancies Act, 2006**

**File Number:** LTB-L-062858-25-VO

**In the matter of:** 49 RUSHOLME PARK CRES  
TORONTO ON M6J2E1

**Between:** The Estate of Bernice Prudence Harvey Landlord

**And**

Hugh Lawson Tenant

Hugh Lawson (the 'Tenant') filed a motion to set aside order LTB-L-062858-25 because, before the eviction order was enforced, the Tenant paid the amount required under subsection 74(11) of the *Residential Tenancies Act, 2006* (the 'Act') to void the order.

This motion was heard by videoconference on February 3, 2026 and reconvened on February 27, 2026.

On February 3, 2026, only the Tenant attended the hearing as of 9:30am.

At approximately 11:00am after the matter had already been heard, the Landlord's legal representative, Ben Thind, signed in for the hearing stating that they were not previously aware of the hearing until they gained access to the Tribunals Ontario Portal and discovered the hearing notice on February 3, 2026 and immediately called in for the hearing. They further submitted that they were the legal representative for the Landlord that had appeared on the Landlord's behalf at the December 1, 2025 hearing and further had requested to be added to the file on January 2, 2026 but this had not been done by the staff at the LTB.

Mr. Thind forwarded a copy of this email correspondence with the LTB staff, however, the email forwarded only showed their request to be added on January 2, 2026 without their contact information. They responded with their contact information on February 3, 2026 and were subsequently added to the file. They further submitted that the Landlord has paid court enforcement costs to enforce the order and on this basis it was not voided.

Out of caution, although the motion had been already considered unopposed with only the Tenant present, I determined it would be best to reconvene on the matter to provide the parties the opportunity to make submissions regarding the court enforcement costs before issuing my order.

The Notice of Hearing for the original hearing on December 1, 2025 was emailed to the Landlord and a different legal representative on file on October 22, 2025 and they were the same parties

that were emailed with a copy of the Notice of Hearing for the Motion when it went out from the LTB on January 16, 2026 along with a copy of the Tenant's Motion.

On February 27, 2026, the Tenant and the Landlord's legal representative, Ben Thind, attended the hearing.

**Determinations:**

1. The Tenant has not previously made a motion under subsection 74(11) of the Act to set aside an eviction order during this tenancy.
2. On January 14, 2026 the Tenant filed their motion to void the eviction order that was issued on December 11, 2025. The Tenant also paid \$23,000.00 into the LTB by January 14, 2026.
3. On January 15, 2026 the LTB refused to accept the Tenant's motion in for filing in accordance with subsection 74(11.1) of the Act as the amount submitted in their affidavit was short by \$25.45 to effectively void the order. By Endorsement, the LTB provided a delay returning the funds of \$23,000.00 to the Tenant and provided the Tenant an opportunity to pay the remaining balance.
4. On January 15, 2026 in response to the endorsement, the Tenant made an additional payment into the LTB in the amount of \$50.00 leaving a credit balance of \$24.55.
5. As a result of this payment, by way of a second endorsement dated January 16, 2025, the LTB accepted the Tenant's motion for filing and directed the matter to a hearing to confirm whether the Landlord incurred enforcement costs and whether the Tenant previously made this type of motion during the tenancy.
6. Accordingly, I am satisfied that before the Tenant filed this motion, the Tenant paid a total of \$23,050.00 to the LTB by January 15, 2026. The amount paid represents all the rent that is in arrears under the tenancy agreement, all additional rent that would have been due under the tenancy agreement up to January 31, 2026, all NSF and related administration fees the Landlord incurred and the filing fee for this application. This payment is at least the amount required under subsection 74(11) to void the eviction order. In fact, the amount the Tenant paid to the LTB is \$24.55 more than what was required to void the order at the time the final payment was made on January 15, 2026.
7. On February 4, 2026 the Tenant made an additional payment of \$1,200.00 into the LTB.
8. The Landlord filed evidence that they paid \$316.20 to the Court Enforcement Office (Sheriff) for the purpose of enforcing the eviction and this amount is non-refundable. They did so on January 30, 2026 after their payment was initially refused on January 7, 2026 and they had to call into the enforcement office to make the payment manually rather than through electronic means.
9. The total amount the Tenant has paid into the LTB in trust as of February 4, 2026 is \$24,250.00. I am therefore satisfied that the Tenant has reimbursed the Landlord for the enforcement costs the Landlord incurred.

10. The Tenant has paid into the LTB the amount of \$908.35 in excess of what was required to void the order and the sheriff enforcement costs. Accordingly, this amount will be refunded to the Tenant.
11. The LTB shall pay to the Landlord the amount of \$23,341.65.

**It is ordered that:**

1. Order LTB-L-062858-25 issued on December 11, 2025, is void and cannot be enforced by the Landlord.
2. The total amount of \$24,250.00 paid into the LTB by the Tenant shall be paid out as follows:
  1. The amount of \$23,341.65 shall be paid out to the Landlord.
  2. The remaining amount of \$908.35 shall be paid out to the Tenant.

**March 5, 2026**  
**Date Issued**

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Terri van Huisstede  
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.

**Notes:**

- The Tenant cannot make another motion under subsection 74(11) of the Act to set aside an eviction order during the period of the Tenant's tenancy agreement with the Landlord.
- When the LTB directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party(ies) named in this order. The cheque will be in the amount directed plus any interest accrued up to the date of this order.