



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

File Number: LTB-L-078129-25-VO-AM

In the matter of: 1559 LINCOLN RD
WINDSOR ON N8Y2J3

Between: Ahmad Boulbol Landlord

And

Amy Skelly Tenants
Wesley Surrett

AMENDED ORDER

This amended order is made to correct clerical errors in the order issued February 27, 2026.

Amy Skelly and Wesley Surrett (the 'Tenants') filed a motion to set aside order LTB-L-078129-25 because, before the eviction order was enforced, the Tenants 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 9, 2026.

The Tenants attended the hearing. The Landlord was represented at the hearing by Sara Harper.

Determinations:

1. The Tenants have not previously made a motion under subsection 74(11) of the Act to set aside an eviction order during this tenancy.

Did the Tenant void the previous eviction order?

2. The order issued November 28, 2025, required the Tenants to pay \$5,886.00 by January 15, 2026, in order to void the eviction order and preserve the tenancy.
3. Paragraph 3 of the order also states that the Tenants may make a motion at the Board under section 74(11) of the Residential Tenancies Act, 2006 (the 'Act') to void the eviction order if the Tenants paid the full amount owing as ordered, plus any additional rent that became due after January 15, 2026, but before the Court Enforcement Office (Sheriff) enforced the eviction.

4. On December 19, 2025, the Tenants paid \$1,500.00 to the Landlord. On January 15, 2026, the Tenants paid an additional \$500.00 to the Landlord.
5. On January 15, 2026, the Landlord received an e-mail from a caseworker from the City of Windsor advising that the Tenants had been approved for rent assistance and that a cheque in the amount of \$4,000.00 would be available for the Landlord to pick up on January 16, 2026. (Doc 7281089, pg. 10)
6. On December 19, 2025, the Tenants paid \$1500.00 to the Landlord. On January 15, 2026, the Tenants paid an additional \$500.00 to the Landlord
7. The same day, the Landlord received an e-mail from a caseworker from the City of Windsor advising the Tenants were approved for assistance and a cheque would in the amount of \$4,000.00 would be available for the Landlord to pick up on January 16, 2026. (Doc 7281089 pg. 10).
8. At 8:15 AM on January 16, 2026, the municipality sent a follow-up e-mail confirming the cheque would be available for pickup before 10:00 AM, failing which it would be mailed. The Landlord responded advising he was unable to attend before 10:00 AM. The cheque was subsequently mailed. (Doc 7281089, pg. 10-11).
9. Due to an administrative error by the municipality, the cheque was mailed to the Landlord's father and made payable to his father.
10. The Landlord submits that the Tenants did not pay the amount required to void the eviction order and requests that the Tenants' motion be dismissed.
11. The Tenants submit that they paid the amount required to void the eviction order and that any administrative error was outside of their control.

Analysis

12. The Court of Appeal held in *Honsberger v Grant Lake Forest Resources Ltd*, 2019 ONCA 44, para. 19:

"The words of an Act ... [are to] be read in their entire context and in their grammatical and ordinary sense harmoniously with the scheme of the Act, the object of the Act, and the intention of Parliament." This court has described the RTA as remedial legislation having a "tenant protection focus" As remedial legislation, the Act must receive "such fair, large and liberal construction and interpretation as will best ensure the attainment of the object of the Act according to its true intent, meaning and spirit"

13. The purpose of section 74(11) of the Act is to provide tenants with a final opportunity to preserve their tenancy by paying the amount required before eviction is enforced. In my view, this provision must be interpreted in a manner consistent with its remedial purpose.
14. The issue is not whether payment was perfectly executed, but whether the amount required to void the eviction order was paid prior to enforcement.

15. In this case, the funds were available for pickup by the Landlord on January 16, 2026. In my view, once the payment was issued and available, the payment cannot be disregarded merely because it had not yet been physically received. To do so would be inconsistent with the remedial nature of the Act.
16. The municipality may have acted unreasonably by giving the Landlord insufficient time to pick up the cheque before sending it in the mail, however that was a circumstance that was outside the Tenants' control.
17. The fact that the cheque was not physically received until later does not negate the fact that the funds were issued and available. Once the funds were issued and made available to the Landlord, I find payment was effectively made within the meaning of section 74(11) of the Act.
18. The Landlord further submits the cheque cannot be considered payment because it was made payable to the wrong individual. I do not accept that submission. The Tenants cannot be penalized for an administrative error made by a third-party over which they had no control.
19. Moreover, once the Landlord became aware of the error, the Landlord did not take reasonable steps to contact the municipality to have the cheque corrected. Instead, the Landlord chose to proceed with enforcement.
20. In my view, it would be fundamentally unfair to allow the Tenants to be evicted because of an administrative error made by a third-party, particularly where the Tenants had taken all reasonable steps to comply with the order.
21. Allowing the eviction to proceed in these circumstances would defeat the purpose and spirit of section 74(11) of the Act. To conclude otherwise undermine the remedial purpose of the Act.
22. Any rent that became due after January 16, 2026, may be addressed through a new notice of termination.

Enforcement Costs

23. Section 74(15) of the Act requires the Tenant to pay the Landlord any non-refundable enforcement costs incurred to enforce the order.
24. The evidence establishes that the Landlord incurred Sheriff's enforcement costs in the amount of \$325.00. (Doc 7334940)
25. The e-mail from the City of Windsor is clear that the payment was not available until January 16, 2026, the day after the termination date in the order. While the Landlord acted unreasonably by attempting to enforce an eviction order knowing the payment was available to them, they were entitled to do so.
26. Pursuant to section 74(15) the enforcement costs must be paid to the Board in trust for the eviction order to remain voided.
27. I find that 14 days is a reasonable amount of time for the Tenants to pay those costs.

28. Therefore, the Tenant must pay \$325.00 to the Board in trust by March 13, 2026.

It is ordered that:

1. Order LTB-L-078129-25- is void and cannot be enforced by the Landlord if the condition set out in paragraph 2 of this order is met.
2. The Tenant shall pay \$325.00 to the LTB on or before ~~February 20, 2026.~~ **March 13, 2026.** This amount represents the non-refundable enforcement costs the Landlord incurred.
3. If the Tenant pays the amount set out in paragraph 2 on or before March 13, 2026, then an employee of the LTB will issue a notice acknowledging that the eviction order is void.
4. If the Tenant does not pay the amount set out in paragraph 2 on or before March 13, 2026, then an employee of the LTB will issue a notice acknowledging that the eviction order is not void and the eviction order becomes enforceable.

February 27, 2026

Date Issued

Bryan Delorenzi

Member, Landlord and Tenant Board

March 3, 2026

Date Issued

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.