



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

Citation: Beaux Properties Management Company v Durai, 2026 ONLTB 20107

Date: 2026-03-06

File Number: LTB-L-003949-26-SA

In the matter of: 1111, 60 MOUNTVIEW AVE
TORONTO ON M6P2L4

Between: Beaux Properties Management Company Landlord

And

Diana Durai Tenant

Beaux Properties Management Company (the 'Landlord') applied for an order to terminate the tenancy and evict Diana Durai (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on February 28, 2025 with respect to application LTB-L-095725-24.

The Landlord's application was resolved by order LTB-L-003949-26, issued on January 20, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-003949-26.

This motion was heard by videoconference on March 4, 2026.

The Landlord's agent, Athena Metaxas ('AM'), and the Tenant attended the hearing.

Determinations:

There was not a breach of the previous order

1. Order LTB-L-095725-24 was issued on February 28, 2025. It was a consent order issued with respect to the Landlord's application seeking termination of the tenancy because the Tenant did not pay the rent the Tenant owed.
2. The parties agreed that the rent arrears would be repaid pursuant to a payment plan, and the required payments would be subject to section 78 of the *Residential Tenancies Act 2006* (the 'Act').

3. The last payment under the payment plan was due by February 1, 2026. The Tenant was also required to pay her rent in full and on time until February 1, 2026, **or until the arrears are paid in full, whichever date is earliest.**
4. The requirement to pay rent on time imposed relative to a rent arrears application can only survive until the time the arrears and costs are paid in full, which was specifically provided for in the order in this case.
5. The Landlord was not entitled to file the *ex parte* application in this case, because the arrears and costs owing under order LTB-L-095725-24 had already been paid in full before the alleged failure to be rent for January 2026 on time.
6. The Tenant's motion to set aside order LTB-L-003949-26 issued January 20, 2026 is granted.
7. Since the Tenant paid all arrears and costs owing to December 31, 2026 to the Landlord, order LTB-L-095725-24 issued February 28, 2025 will be replaced with an order providing that application LTB-L-095725-24 is discontinued to December 31, 2026.

Costs

8. The Tenant said that the Landlord was not entitled to bring the *ex parte* application in the first place, and even though she raised this concern with them, they still proceeded with the application.
9. She said that because of this she had to bring this motion and seek legal advice. She said that she paid a legal representative \$310.75 for two hours of time.
10. Costs for representation or preparation fees are usually only by the LTB when a party acts unreasonably in a proceeding, for example by bringing a frivolous or vexatious application, taking unnecessary steps in a proceeding, or failing to take necessary steps in a proceeding: *LTB Interpretation Guideline #2: Costs*.
11. While I do not find that the Landlord brought the *ex parte* application in bad faith, it was frivolous. There was dispute about the timing, but AM acknowledged that the Tenant raised her concern with the Landlord that she could not be in breach of order LTB-L-095725-24 relative to a late rent payment after the arrears had been paid in full. Even if the Tenant raised this concern after the *ex parte* application was filed, the Landlord could have withdrawn the application. If the Tenant raised her concern after the *ex parte* order was issued, the Landlord could have simply informed the Tenant it would consent to the motion to set aside.
12. I find that the *ex parte* application was frivolous, was unnecessary, and the Landlord also failed to take the appropriate step of informing the Tenant that it would consent to the motion to set aside once the Tenant brought her concern to the Landlord.
13. I find the Landlord acted unreasonably, and the Tenant is entitled to costs.
14. The LTB's jurisdiction relative to ordering costs for legal fees incurred by a party is limited by the LTB's *Rules of Procedure*. Specifically, the LTB can only order a party to pay

another party's costs for representation/preparation fees at a rate of up to \$100.00 per hour, to a maximum of \$700.00: r. 23.2, *LTB Rules of Procedure*.

15. In this case I find it is reasonable to order the Landlord to pay the Tenant's incurred legal fees in the amount of \$100.00 for 1 hour of service. While I understand that the Tenant wanted to seek confirmation of her understanding of this issue, it is a relatively straightforward issue.

It is ordered that:

1. The motion to set aside Order LTB-L-003949-26, issued on January 20, 2026, is granted.
2. Order LTB-L-003949-26, issued on January 20, 2026, is set aside and cannot be enforced.
3. The previous order issued on February 28, 2025 with respect to LTB-L-095725-24 is replaced with the following:
4. The Tenant paid the Landlord on or about December 5, 2025 for the period ending December 31, 2025. The amount paid represents all the rent that was in arrears under the tenancy agreement, all additional rent that would have been due under the tenancy agreement on the date of the Tenant's payment, and the filing fee for this application.
5. The Landlord's application for an order terminating the tenancy and evicting the Tenant based upon arrears of rent is discontinued to December 31, 2026.
6. The Landlord shall pay to the Tenant \$100.00 for costs.
7. The Landlord shall pay the full amount set out in paragraph 6 of this order to the Tenant by March 17, 2026. If the full amount owing is not paid by March 17, 2026, the Landlord will start to owe interest. This will be simple interest calculated from March 18, 2026 at 4.0% annually on the balance outstanding.

March 6, 2026
Date Issued

Mark Melchers
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.