



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

Citation: Lake Promenade Apartments Limited v Boyd, 2026 ONLTB 20802

Date: 2026-03-13

File Number: LTB-L-003970-26-SA

In the matter of: 607, 220 LAKE PROMENADE
ETOBICOKE ON M8W1A9

Between: Lake Promenade Apartments Limited Landlord

And

Julian Boyd Tenant

Lake Promenade Apartments Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Julian Boyd (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant did not meet a condition specified in the order issued by the LTB on October 24, 2025 with respect to application LTB-L-061040-25.

The Landlord's application was resolved by order LTB-L-003970-26, issued on October 24, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-003970-26.

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

The Landlord's agent Daniela Russo, the Landlord's legal representative Howard Levenson and the Tenant attended the hearing.

The Tenant spoke with Tenant Duty Counsel.

Determinations:

Preliminary Issue

1. At the onset of the hearing, the Tenant requested to adjourn the matter as a result of his anxiety and other medical reasons. The Tenant relied on a medical note from Sunnybrook Health Sciences Centre. The note is not dated and loosely references the Tenant's challenges with sleeping and anxiety. The doctor suggests a delay in 2-3 weeks in hearing the matter.

2. The Tenant also said that due to his circumstances he has not had ample time to prepare his evidence.
3. The Landlord's representative opposed the adjournment request and questions the validity of the medical note. He also said the Tenant was put on notice of his requirement to prepare his evidence when the LTB denied the Tenant's request to reschedule the hearing in February 2026.
4. The Landlord's representative cites a history of tenancy issues since 2020 and the prejudice to the Landlord is significant as the Tenant refuses to pay the lawful monthly rent as required.
5. At the hearing, I denied the Tenant's adjournment request. This is the Tenant's motion to set aside the eviction order. The Tenant confirmed he received, read and understood the Notice of Hearing issued on February 6, 2026. The Tenant requested to reschedule the hearing on February 9, 2026 where he said he required more time to gather evidence. On February 10, 2026, the Board denied the Tenant's request and reminded the Tenant to prepare his evidence for this hearing. In my view, the Tenant has had ample time to prepare the evidence to support his motion.
6. With respect to the medical note, I do not find sufficient detail has been provided with respect to the Tenant's condition as it relates to participating at a hearing. While the Tenant's doctor may believe a 2 to 3 week delay in hearing would be beneficial, they do not state any reasons for their belief. In my view there was insufficient reliable information about the Tenant's medical condition and the impact those conditions have as to the reason for the Tenant's inability to participate at this hearing.
7. For the reasons above, the Tenant's request to adjourn the hearing was denied and the matter proceeded accordingly.

The Breach

8. The Landlord filed an L1 application for arrears of rent which was resolved by way of a conditional order on October 24, 2025 where the presiding Member granted relief of eviction in the form of a payment plan.
9. There is no dispute that the Tenant has made the required arrears payments. The issue here is the amount of rent the Tenant has been paying to the Landlord. The Tenant relies on the October 24, 2025 order which notes the rent as \$1,985.00. Notwithstanding service of a proper Notice of Rent Increase, the Tenant believes he was following the order from the Board properly.
10. After significant submissions from the parties on this issue, the parties agreed to resolve the matter by way of a consent order.
11. The Tenant understands that the Landlord is permitted to apply lawful rent increases and the wording of the Board order permits this.

12. I was satisfied the parties understood the consequences of the mutual consent.

On consent it is ordered that:

1. The motion to set aside Order LTB-L-003970-26, issued on February 6, 2026, is granted. The order is set aside and cannot be enforced.
2. The previous order issued on October 24, 2025 with respect to LTB-L-061040-25 is amended as follows:
3. The Tenant shall pay to the Landlord arrears and costs in the amount of \$4,386.90 to the period ending March 31, 2026.
4. The Tenant shall pay the amount set out above as follows:
 - a) \$500.00 on or before the 5th of each month, commencing April 2026 to November 2026, for a total of 8 months;
 - b) \$386.90 on or before December 5, 2026.
5. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period April 2026 to December 2026, or until the arrears are paid in full, whichever date is earliest.
6. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 3 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after March 31, 2026.

March 13, 2026
Date Issued

Dana Wren
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.