



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

Citation: Oriole Court Apartments v Campbell, 2026 ONLTB 21770

Date: 2026-03-16

File Number: LTB-L-105841-25-SA

In the matter of: B02, 79 ORIOLE RD
TORONTO ON M4V2G2

Between: Oriole Court Apartments Landlord

And

Jason Ahmed Campbell Tenant

Oriole Court Apartments (the 'Landlord') applied for an order to terminate the tenancy and evict Jason Ahmed Campbell (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on July 16, 2025, with respect to application LTB-L-015325-25.

The Landlord's application was resolved by order LTB-L-105841-25, issued on January 6, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-105841-25.

This motion was heard by videoconference on January 27, 2026.

The Landlord's legal representative, Bryan Rubin, and the Tenant attended the hearing.

Determinations:

1. The Landlord filed a L2 application for termination of the tenancy because the Tenant was persistently late in paying the rent. The Landlord's application was resolved by mediated agreement in order LTB-L-015325-25 dated July 16, 2025. The order provided that the Landlord could apply to the Board under section 78 of the Residential Tenancies Act, 2006 (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if they failed to make rental payments as specified in the order.

The Breach of the Order

2. There is no dispute that the Tenant breached the order by failing to pay the lawful monthly rent of \$1,907.18 by December 1, 2025.

The Tenant's Motion

3. This motion is brought pursuant to subsection 78(11) of the Act. As I am satisfied that the Tenant breached the order issued on July 16, 2025, the only issue before me is whether I am "satisfied, having regard to all the circumstances, that it would not be unfair to set aside the order".
4. The Tenant testified that due to an unexpected increase following a reassessment of the child support he is required to pay, and the subsequent payment being withdrawn from his account due to the Family Responsibility Office (FRO) order, he did not have the funds to pay his rent on December 1, 2025. The Tenant claimed his child support payment has since been reduced and that he is hoping to have it reduced again following an upcoming assessment. The Tenant has opened a second bank account so the FRO payments and his rent payments are kept separate in hopes of avoiding this issue in the future.
5. The Landlord's legal representative submitted that the Tenant has been persistently late in paying rent since 2022 and that the Tenant has routinely paid their rent between 30 and 70 days late. The Landlord's legal representative further submitted that the Tenant paid partial rent on August 1, 2025, and paid the remaining balance on August 5, 2025, and that September and October rent were paid on the 2nd day of the month.
6. The Tenant has lived in the rental unit for 5 years. The Tenant's child resides with him 55% of the time and the child's co-parent has moved into the neighbourhood for the child to remain in the same school. The Tenant fears that an eviction may have a negative effect on his ability to maintain 55% custody of his child. An examination of the Tenant's income versus expenses revealed that he appears to have the financial ability to pay the rent with sufficient income left over for incidental expenses.
7. After considering all of the circumstances, I find it would be unfair to set aside the eviction order. The Landlord has established a history of late payments for most of this tenancy. The Landlord has attempted to provide the Tenant with an opportunity to preserve his tenancy by participating in mediation which resulted in a consent between the parties. I have considered that the Tenant has taken steps to open a separate account for his child support payments; however, the support payments are not new to the Tenant. Given the extensive history of late payments, perhaps this is a step that the Tenant should have taken long before this chance to preserve his tenancy. Given that the Tenant appears to have sufficient income to pay his rent but continues to pay his rent late, it is clear that the Tenant cannot adhere to the terms of a further pay on time order. Accordingly allowing this tenancy to continue would be prejudicial to the Landlord.

The Lifting of the Stay

8. As I am satisfied that the Tenant's motion should be denied, the next issue before me is when to lift the stay of the eviction order.
9. Considering that this is a relatively long tenancy coupled with the presence of a school-aged child who resides in the unit 55% of the time, I find it would not be unfair to delay

lifting of the stay until March 31, 2026, to give the Tenant every opportunity to find alternate accommodation. An order will issue accordingly.

It is ordered that:

1. The motion to set aside Order LTB-L-105841-25, issued on January 6, 2026, is denied.
2. The stay of order LTB-L-105841-25 is lifted on March 31, 2026.

March 16, 2026
Date Issued

Melissa Anjema
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.