



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

Citation: Homestead Land Holdings Limited v Jones, 2026 ONLTB 24158

Date: 2026-03-23

File Number: LTB-L-009101-26-SA

In the matter of: 102, 94 WRIGHT CRES
KINGSTON ON K7L5M3

Between: Homestead Land Holdings Limited

Landlord

And

Shaun Jones

Tenant

Homestead Land Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Shaun Jones (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 April 8, 2025 with respect to application LTB-L-022183-24.

The Landlord's application was resolved by order LTB-L-009101-26, issued on February 6, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-009101-26.

This motion was heard by videoconference on March 18, 2026.

The Landlord's Legal Representative Jessica Shanani, the Tenant and the Tenant's Legal Representative John Done attended the hearing. The Tenant's father, Steven Jones, appeared as a witness for the Tenant.

Determinations:

1. This motion is before the Board because the Landlord obtained the eviction order without notice to the Tenant under s.78 of the *Residential Tenancies Act, 2006* ("the Act") based upon an allegation that the Tenant breached the original order. The Tenant does not want to be evicted and asks that the eviction order be set aside.
2. At the hearing, the Tenant conceded he breached the April 8, 2025 order by not paying the monthly rent on January 1, 2026 and by not paying \$300.00 towards the rent arrears. Order LTB-L-022183-24 does require the Tenant to have made these payments to the Landlord.

3. Pursuant to subsection 78(11)(b) of the Act, the Board may make an order setting aside the eviction order if the Board is satisfied that having regard to all of the circumstances, that it would not be unfair to set aside the order. I have the discretion to grant relief to the Tenant notwithstanding that the Tenant has breached conditions required in order LTB-L-022183-24 issued on April 8, 2025.

The surrounding circumstances

4. The Tenant explained that he had automatic payments to the Landlord withdrawn from his bank account. These automatic payments stopped at the end of December 2025 and the Tenant did not know why this happened. He stated that he lives with his brother and they both receive government benefits. They pool their rent and arrears payments into one bank account that was set up for the automatic payments to the Landlord.
5. The Tenant testified he did not find out the required payments for January 1, 2026 were not automatically withdrawn until February 6, 2026 and made these payments to the Landlord shortly thereafter. These payments were not disputed by the Landlord.
6. In March 2026, the pooled account the Tenant and his brother use to pay rent and arrears to the Landlord was hacked. The Tenant stated he learned of this when he received text messages notifying him the password to the account had been changed. He reported fraud to the bank and to the police. The Tenant stated the money in the account had been transferred to India and as of the hearing date, they have not been recovered.
7. The rent arrears owing pursuant to order LTB-L022183-24, issued on April 8, 2025 were \$8,154.62 for the period ending April 30, 2025. As of the date of the hearing for the Tenant's motion, the amount owing under the tenancy agreement is \$3,499.18 up to March 31, 2026. The final payment required under the original order is due on April 1, 2026.
8. The Tenant's father, Steven Jones, testified that he is prepared to pay the Landlord the remaining \$3,499.18 that is currently outstanding. He explained he has the funds available through a line of credit and that he would pay the amount to the Landlord the day following the hearing. He stated he would have paid it on the hearing date but had to take his elderly wife to a medical appointment.
9. I found the testimony of both the Tenant and his father to be honest and forthright. I was convinced by the evidence presented by the Tenant that his father has immediate access to funds required to bring the tenancy to a \$0.00 balance within a day of the hearing and that he genuinely intends to help the Tenant.
10. After canvassing the household income with the Tenant, I was also satisfied he and his brother could afford the monthly rent and that the tenancy is sustainable going forward with the rent arrears having been paid. I also note the Tenant's proposal would see the tenancy at a \$0.00 balance sooner than the original order required.
11. The Landlord's was skeptical of the Tenant's proposal and doubted whether the payment of rent arrears would be made. They also submitted that the tenancy would likely be back before the Board in the future for similar issues.

12. Having regard to all of the circumstances here, I find that it would not be unfair to the Landlord to set aside the eviction order and to provide the Tenant a final opportunity to save his tenancy. The amount outstanding is less than what was originally owing and I believe the Tenant's evidence, presented in part through his father, that the arrears owing can be paid immediately and by a time sooner than originally ordered.
13. For the reasons provided, in my view, the Landlord would not be unduly prejudiced if the eviction order is set aside and the Tenant complies with a fresh conditional. As such, the Tenant's motion will be granted and in keeping with my oral decision, the Tenant will be ordered to pay the outstanding amount by March 20, 2026.

It is ordered that:

1. The motion to set aside order LTB-L-009101-26, issued on February 6, 2026, is granted.
2. Order LTB-L-009101-26, issued on February 6, 2026, is set aside and cannot be enforced.
3. The previous order issued on April 8, 2025 with respect to LTB-L-022183-24 is cancelled and replaced with the following order:
4. The Tenant shall pay to the Landlord \$3,499.18 for arrears of rent up to March 31, 2026 and costs.
5. The Tenant shall pay the Landlord the amount set out in paragraph 4 of this order, in full, on or before March 20, 2026.
6. If the Tenant fails to make the full payment required in accordance with this order by March 20, 2026, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 4 of this order shall become immediately become 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 23, 2026

Date Issued

John Cashmore

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.