



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

Citation: Gingras v Caplan, 2026 ONLTB 24396

Date: 2026-03-25

File Number: LTB-L-009555-26-SA

In the matter of: C-Basement, 206 GARDNER AVE
CORNWALL ON K6H5H6

Between: Kathy Gingras Landlord

And

Arnie Caplan Tenant

Kathy Gingras (the 'Landlord') applied for an order to terminate the tenancy and evict Arnie Caplan (the 'Tenant') because the Tenant did not meet a condition specified in the mediated settlement signed by the parties on January 20, 2026 with respect to application LTB-L-098113-25.

The Landlord's application was resolved by order LTB-L-009555-26, 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-009555-26.

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

The Landlord, the Landlord's Legal Representative Kayla Boutilier and the Tenant attended the hearing.

Determinations:

There was a breach of the previous mediated settlement

1. The Tenant failed to meet a condition specified in the mediated settlement signed by the parties on January 20, 2026 with respect to application LTB-L-098113-25. The Tenant acknowledged that he failed to pay the lawful monthly rent for February 2026 on February 1, 2026, as determined in the February 6, 2026 *ex parte* order.

The surrounding circumstances

2. The Tenant explained that he is a single father and is extremely busy with work and other life commitments. He readily admitted that he simply forgot to pay the rent on February 1, 2026, and paid it straight away when he realized this on February 3, 2026. The Tenant also acknowledged that the original order requiring on time payments for a period of one year had been agreed to by him less than three weeks before the rent for February 2026 came due.
3. The Tenant stated that after he breached the order he inquired with his bank about automatic monthly payments to the Landlord to ensure that his rent was paid on time going forward but the advised him this was not possible. The Tenant stated that he intends to set alarms and reminders five days in advance of the rent due date to make sure he pays the monthly rent on time.
4. The Tenant lives in the rental unit with his daughter and requested another chance to maintain his housing.
5. The Landlord was opposed to the Tenant's motion citing the history of late payments over the course of the tenancy. The Landlord submitted that they must expend resources having to constantly monitor the Tenant's account for payment of the monthly rent. The lack of on time payments impacts the cash flow the Landlord has access to.
6. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-009555-26. While the history of late payments is certainly not the tenancy the Landlord bargained for, I am satisfied the Tenant is now keenly aware of his obligation to pay the monthly rent, in full, on or before the first day of each month. Not the second day or the third day. The first day of each month. I am also satisfied the Tenant now clearly understands Board order's are not suggestions but mandatory requirements. Lastly, I accept the Tenant will take appropriate safeguards through alarms and reminders to ensure future rent is paid on time and in full.
7. Based on the evidence and submissions made by the parties, I find it would not be unduly prejudicial to the Landlord to permit the Tenant one final opportunity to maintain his tenancy. For these reasons, the Tenant's motion to set aside the February 6, 2026 *ex parte* eviction order is granted and a fresh conditional order requiring on time payments for a period of 12 consecutive months will issue. In my view, this is fair and appropriate since the Landlord is entitled to 12 consecutive months of on time payments, just as the parties originally agreed.

It is ordered that:

1. The motion to set aside order LTB-L-009555-26, issued on February 6, 2026, is granted.
2. Order LTB-L-009555-26, issued on February 6, 2026, is set aside and cannot be enforced.
3. The mediated settlement signed by the parties on January 20, 2026 with respect to LTB-L-098113-25 is cancelled and replaced with the following:
4. The Tenant shall pay to the Landlord new rent, in full, on or before the first day of each month for the twelve (12) month period between April 1, 2026 to March 1, 2027.

5. If the Tenant fails to comply with the conditions set out in paragraph 4 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

March 25, 2026
Date Issued

John Cashmore
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.