



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

Citation: BURNS v SEALEY, 2026 ONLTB 24511

Date: 2026-03-23

File Number: LTB-L-009301-26-SA

In the matter of: BASEMENT, 62 HOMEFIELD SQ
COURTICE ON L1E1L1

Between: KIM DARLENE BURNS

Landlord

And

JUDELL SEALEY

Tenant

KIM DARLENE BURNS (the 'Landlord') applied for an order to terminate the tenancy and evict JUDELL SEALEY (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 January 26, 2026 with respect to application LTB-L-087821-25.

The Landlord's application was resolved by order LTB-L-009301-26, 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-009301-26.

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

The Landlord and the Tenant attended the hearing.

Determinations:

1. The Landlord obtained an ex parte eviction order because she alleged that the Tenant paid his rent late in January 2026.
2. The Tenant said that he paid the rent on time, but the Landlord did not receive it until a day later. After the breach, the Tenant said that he made his required arrears payment of \$350.00 on February 6, 2026. However, he said that he did not pay the February rent when it was due, nor did he make the required \$350.00 payment on March 6, 2026. Therefore, he breached the original order, and he has continued to breach the payment plan.

3. The Tenant said that he would pay \$1,500.00 of the \$2,000.00 he now owes to the Landlord by March 20, 2026, and he would make up the rest, as well as the March rent by the end of the month.
4. The Tenant said that his income is approximately \$3,500.00 to \$4,000.00 per month before taxes. He said that he has been suffering some mental health issues, and it has been difficult for him to make all his payments on time and in full.
5. The Landlord seeks to evict the Tenant. She said that she has had problems receiving the rent on time from the Tenant since he moved into the rental unit in May 2025. She said that she lives upstairs from the Tenant and she is struggling to pay the mortgage, as well as all the maintenance costs on the property like property tax, hydro and gas. She said that the hardship caused by the Tenant's failure to pay has made her ill, and she is now working three part-time jobs to ensure that she can make all her required payments.
6. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-009301-26, issued on February 6, 2026, for the following reasons.
7. The Tenant moved into the rental unit less than a year ago, and he has failed to pay the rent in full and on time since almost the beginning. The Tenant still owes almost \$2,000.00 from the previous payment plan order, and he now owes an additional \$2,000.00. I find that the evidence proves, on a balance of probabilities, that the Tenant does not have sufficient income to afford the rental unit and to pay the rent in full and on time. I find that it is not unfair to provide the Tenant until the end of the month before the stay of the eviction order is lifted.

It is ordered that:

1. The motion to set aside Order LTB-L-009301-26, issued on February 6, 2026, is denied.
2. The stay of order LTB-L-009301-26 issued on February 6, 2026, is lifted on March 31, 2026.
3. Order LTB-L-009301-26 is unchanged.

March 23, 2026
Date Issued

Nancy Morris
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.