



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

**File Number:** LTB-L-010229-26-SA

**In the matter of:** 72 DOVER ST GD 0  
OTTERVILLE ON N0J1R0

**Between:** Gord Joose Landlord

**And**

Ashley Cail Tenant

Gord Joose (the 'Landlord') applied for an order to terminate the tenancy and evict Ashley Cail (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 mediated settlement signed by the parties on January 19, 2026 with respect to application LTB-L-102072-25.

The Landlord's application was resolved by order LTB-L-010229-26, issued on February 9, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-010229-26.

This motion was heard by videoconference on March 19, 2026. The Landlord's representative Elizabeth Anani, the Landlord's Property Manager Dylan Harvey, and the Tenant represented by Elena Dempsey, attended the hearing.

**Determinations:**

1. The Tenant owed the Landlord \$2,536.00 in arrears and costs to the end of January 2026. The Tenant was ordered to pay the Landlord rent plus \$500.00 on or before February 1, 2026, \$345.33 on or before February 20, 2026, and rent plus \$500.00 on or before March 1, 2026. There are three additional payments that become due after this hearing.
2. The February 1<sup>st</sup> payment was not made until February 3<sup>rd</sup> due to an issue with the transfer of funds from a trust account which was delayed. The following two payments that became due were paid in full and on time.
3. The Landlord argues that the delay of three days of the February 1<sup>st</sup> payment placed financial difficulties on the Landlord. The Landlord also argues that because the money is from a trust there is no guarantee that future payments will not be late.

4. The Tenant testified that the appropriate paperwork has been filled out and the payments are now going directly to the Tenant.
5. After considering all of the circumstances, I find that one payment that was due on a Sunday and delayed to a Tuesday while the following two payments were made on time, is an insufficient reason to terminate this tenancy and that it would not be unfair to set aside order LTB-L-010229-26.

**It is ordered that:**

1. The motion to set aside Order LTB-L-010229-26, issued on February 9, 2026, is granted.
2. Order LTB-L-010229-26, issued on February 9, 2026, is set aside and cannot be enforced.

**March 27, 2026**

**Date Issued**

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**Greg Joy**

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.