



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Siddiqui v Martelle, 2026 ONLTB 26474

Date: 2026-03-30

File Number: LTB-L-048031-25-RV

In the matter of: 1800 Cornwall Centre Road
Long Sault ON K0C1P0

Between: Muhammad Siddiqui Landlord

And

Amy Martelle Tenant

Review Order

Muhammad Siddiqui (the 'Landlord') applied for an order to terminate the tenancy and evict Amy Martelle (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-048031-25 issued on August 25, 2025. The Tenant filed a motion to set aside the order. The motion was resolved by order LTB-L-048031-25-VO, issued on January 12, 2026.

On February 11, 2026, the Tenant requested a review of the January 12, 2026 order.

On February 12, 2026, interim order LTB-L-048031-25-RV-IN was issued, staying the order issued on August 25, 2025.

The review was heard by videoconference on March 25, 2026.

The Landlord's representative Denis Sabourin and the Tenant's representative Amber Miller attended the hearing.

Reasons:

Facts and issues

1. This matter arises from an application about rent arrears. On August 25, 2025, the Landlord and Tenant Board (LTB) ordered that the tenancy would be terminated unless the Tenant paid the arrears.
2. The Landlord filed the order with the Court Enforcement Office (Sheriff) for eviction, and paid a \$325.80 non-refundable fee. The Tenant then paid the arrears, and filed a motion

under section 74(11) of the *Residential Tenancies Act, 2006* (RTA) to set aside the eviction order.

3. Section 74(15) provides that, in these circumstances, the LTB must order that the eviction order will be void only if the Tenant pays \$325.80 into the LTB by a date specified in the order. The LTB cannot permit the Tenant to make the payment directly to the Landlord; it must be paid into the LTB. The only question is the deadline for payment: section 74(15) provides that a deadline must be set, but gives no guidance as to what the deadline should be.
4. The Tenant's motion was heard on December 17, 2025. At the hearing, the Member explained to the Tenant that she would have to pay the fee into the LTB. The Tenant asked how to do so. The Member told her that she had to first obtain a deposit slip, either by emailing the LTB or by attending in-person at a Service Ontario location. She could then take the slip to a CIBC branch and make the payment.
5. Since the process was straightforward, the Tenant did not object to a short deadline. The Member set a payment deadline of December 24, 2025.
6. At the review hearing, the Tenant testified that she attended a Service Ontario location on December 24 and asked for a deposit slip. Service Ontario staff told her that they did not know how to issue the slip, and could not assist her. The problem may have been that December 24 was Christmas Eve, and Service Ontario may have been short-staffed.
7. The Tenant then emailed the LTB and was sent a deposit slip. She made the payment on January 2, the first business day after the holiday period.
8. On January 12, 2026, the LTB issued its written order, confirming the December 24 deadline. LTB staff then rejected the Tenant's payment, and returned it to her, because it was made after the December 24 deadline. As a result, the original eviction order was not void, and became enforceable.
9. The Tenant requested a review. The eviction order was stayed pending the hearing of the review.

Analysis

10. The Tenant's testimony was detailed, plausible, uncontradicted, and corroborated by contemporaneous emails she sent the LTB. I accept it as true.
11. In these circumstances, it would clearly be unfair for the Tenant to be evicted. She did everything she was told to do, but was unable to make the payment because Service Ontario staff did not know how to process her request.
12. The Landlord argues that the Tenant had a week to make the payment, and should not have waited until the last day. I am not persuaded by that argument. The point of a payment deadline is that the payor does not have to pay until the deadline. It was perfectly reasonable for the Tenant to wait until December 24 to pay, given what she had been told about the payment process.

13. The Tenant requests a review on the basis that it was a serious error to set December 24 as the payment deadline.
14. There was no error in the decision at the time that it was made. However, pursuant to Guideline 8, a serious error can arise based on new evidence that could not have been produced at the original hearing. I am satisfied that such is the case here. New evidence establishes that Service Ontario did not have the capacity to issue a deposit slip on December 24. If that evidence had been available to the Member, she would not have set December 24 as the deadline.
15. The review will therefore be granted, and a new deadline set. The parties agree that April 8 would be reasonable.
16. In the alternative, if it was not a serious error to set December 24 as the deadline, then I would have granted the review pursuant to section 23(1) of the *Statutory Powers Procedure Act*, which provides that I may make such orders as I consider proper to prevent an abuse of process. It would be a clear abuse of process for the Tenant to be denied her statutory payment opportunity because of a processing error.

It is ordered that:

1. The interim order issued on February 12, 2026 is cancelled. The stay set out in that order is lifted. However, the order issued on August 25, 2025 remains stayed until after April 8, 2026 pursuant to section 74(12) of the RTA.
2. Order LTB-L-048031-25-VO, issued on January 12, 2026, is cancelled and replaced by this order.
3. The Tenant shall pay \$325.80 to the LTB on or before April 8, 2026. This amount represents the non-refundable enforcement costs the Landlord incurred.
4. If the Tenant pays the amount set out in paragraph 3 on or before April 8, 2026, then an employee of the LTB will issue a notice acknowledging that the eviction order is void.
5. If the Tenant does not pay the amount set out in paragraph 3 on or before April 8, 2026, then an employee of the LTB will issue a notice acknowledging that the eviction order is not void and the eviction order becomes enforceable.

March 30, 2026
Date Issued

Dale Whitmore
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.

