



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

File Number: LTB-L-015675-26-SA

In the matter of: Upper Level, 164 WINDSOR ST
WELLAND ON L3C6T6

Between: Leaseopoly Landlord

And

Kerry-Ann Harvey Tenant

Leaseopoly (the 'Landlord') applied for an order to terminate the tenancy and evict Kerry-Ann Harvey (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 November 24, 2025 with respect to application LTB-L-082914-25.

The Landlord's application was resolved by order LTB-L-015675-26, issued on February 24, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-015675-26.

This motion was heard by videoconference on March 26, 2026.

Only the Landlord's representative, Alexandra (Ally) Bemben, attended the hearing. However, at approximately, 10 a.m. the Tenant appeared in the hearing room. She was informed that the hearing had been held in her absence and the motion granted.

Determinations:

1. The Tenant's motion to set side must be granted because the record before the Board shows she did not breach the order issued on November 24, 2025.
2. The original application before the Board was an L1 application for arrears of rent. The parties executed a s. 206 consent agreement and the order issued in accordance with the payment plan the parties agreed to. It says the Tenant owes \$1,500.00 for arrears of rent owing up to November 30, 2025 and costs. The Tenant agreed to pay \$500.00 on the twentieth day of each month starting December 20, 2025, until the rent arrears were paid in full. The order then says:

The Tenant shall also pay the Landlord the full rent on or before the first day of each month, for the period from December 2025 up to and including February 2026, **or until all arrears in paragraph 1 have been paid, whichever is sooner.**

[Emphasis added.]

3. The Landlord's documents filed with the Board include a ledger which shows that as of January 30, 2026, the Tenant had a zero balance owing and was in a credit position. In other words, the Tenant paid off the arrears earlier than required by the payment agreement.
4. The Landlord's application in Form L4 is based on the assertion that the Tenant breached the agreement by failing to pay the rent due February 1, 2026, on time and in full. But by that time the Tenant had paid off all of the rent arrears owing along with the rent for the period ending January 31, 2026. Pursuant to paragraph 3 of the order, the requirement to pay new rent on time and in full ended as soon as the Tenant paid off all of the rent arrears owing and any new rent that had come due and owing at that time. As the Tenant was in a credit balance on January 30, 2026, the s. 206 agreement was full satisfied and the Landlord was not entitled to claim late or non-payment of February's rent as a breach of the order.
5. As a result, I am satisfied that the Tenant did not breach the s. 206 order issued on November 24, 2025, so pursuant to s. 78(11)(a) the Tenant's motion must be granted.
6. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The motion to set aside order LTB-L-015675-26, issued on February 24, 2026, is granted.
2. Order LTB-L-015675-26, issued on February 24, 2026, is set aside and cannot be enforced.

April 1, 2026
Date Issued

Ruth Carey
Vice Chair, 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.