



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

Citation: Property Trust Ltd v Patrick Moore, 2026 ONLTB 13834

Date: 2026-04-02

File Number: LTB-L-006928-26-SA

In the matter of: 305, 260 ACADEMY ST
BATH ON K0H1G0

Between: Property Trust Ltd Landlord

And

Paul Patrick Moore Tenant

Property Trust Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Paul Patrick Moore (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 13, 2025 with respect to application LTB-L-071677-25.

The Landlord's application was resolved by order LTB-L-006928-26, issued on February 13, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-006928-26.

This motion was heard by videoconference on March 31, 2026.

The Landlord's agent Roger Kanthai and the Tenant attended the hearing.

Determinations:

The Breach

1. There is no dispute that the Tenant failed to meet a condition specified in the order issued by the LTB on November 13, 2025 with respect to application LTB-L-071677-25. The Tenant failed to pay rent in the amount of \$1,375.00 in full and on time on January 1, 2026.

The surrounding circumstances

2. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-006928-26. I say this because the Tenant provided a reasonable explanation

why he was unable to make the rent payment and is now in position to resume rent payments and arrears payments.

3. The Tenant testified that he had begun self-employment in the fall of 2025, but his client failed to pay him. He provided evidence of this loss of income. He provided evidence that the application for employment insurance ('EI') was denied because he voluntarily left his previous employment. Neither the failure to be paid, nor the EI refusal was known to the Tennat at the time he entered into the consent agreement.
4. Social services income since he lost employment is only \$500.00 a month. Despite that he paid a small amount towards rent at the end of January. The Tenant testified that he has made great efforts to find new employment and now, through an employment agency he secured employment which he begins on April 1, 2026 as a truck driver. Although the Tenant provided no documentary support for his new job, I have no reason to doubt the veracity of his statement. I have considered that given the age of the Tenant, finding new employment is a challenge.
5. A review of the Tenant's income and expenses during the hearing persuade me that his new income will be sufficient to pay his rent and his arrears within 13 months.
6. I have considered the Tenant lives alone in the two-bedroom rental unit, and has minimal expenses.
7. Although the Landlord testified that the Tenant's reasons to not pay are the same as those he gave in early November, when questioned he agreed they were not in fact the same. At the original hearing the Tenant had been starting his new business and no longer had full time employment. His previous employment was insufficient to sustain his expenses and he left to try to build more income.
8. I have considered that rental unit is one of 35 units in the residential complex and that arrears have less impact that if the Landlord was small. I take into account however, that the arrears, which were \$5,687.00 at the time of the consent in November, have increased to over \$8,000.00. In my view, it would not be unfair to permit the Tenant to maintain his tenancy and pay the Landlord, who, based on his testimony, would benefit from the arrears being paid.
9. I therefore find that a further payment plan is not unreasonable. I have taken into account the Tenant's testimony regarding when he believes his income will flow, and that it is likely he will be unable to pay April 1, 20206 rent, and have adjusted payments accordingly.

It is ordered that:

1. The motion to set aside Order LTB-L-006928-26, issued on February 13, 2026, is granted.
2. Order LTB-L-006928-26, issued on February 13, 2026, is set aside and cannot be enforced.
3. The previous order issued on November 13, 2025 with respect to LTB-L-071677-25 is cancelled and replaced with the following order:

4. The Tenant shall pay the landlord \$9,587.00 for arrears of rent and the application filing fee to April 30, 2026.
5. The Tenant shall pay to the Landlord the amount set out in paragraph 4 in accordance with the following schedule:
 - \$700.00 per month beginning April 20, 2026, and on the 20th of each month to and including April 20, 2027.
 - \$487.00 on May 20, 2027.
6. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period from May 1, 2026 to and including May 1, 2027, or until the arrears are paid in full, whichever date is earliest.
7. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 4 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after April 30, 2026.

April 2, 2026
Date Issued

Julie Broderick
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.