



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

Citation: Green v McDonald, 2026 ONLTB 16785

Date: 2026-04-02

File Number: LTB-L-015188-26-SA

In the matter of: B, 374 YORK RD
GUELPH ON N1E3H1

Between: Brian Green Landlord

And

Matthew John McDonald Tenant

Brian Green (the 'Landlord') applied for an order to terminate the tenancy and evict Matthew John McDonald (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 July 10, 2025 with respect to application LTB-L-032517-25.

The Landlord's application was resolved by order LTB-L-015188-26, issued on February 23, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-015188-26.

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

The Landlord's representative Janet Van Oordt and the Tenant attended the hearing. The Tenant met with Tenant Duty Counsel prior to the hearing.

Determinations:

Ther Breach

1. There is no dispute that the Tenant failed to meet a condition specified in the order issued by the LTB on July 10, 2025 with respect to application LTB-L-032517-25. The Tenant failed to pay \$500.00 towards arrears on February 15, 2026 as required by the original order.

The surrounding circumstances

2. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-015188-26.

3. Since the order was issued in July the Tenant paid \$3,000.00 of the \$3721.00 arrears owed. This demonstrates the Tenant is capable and willing to make payments ordered by the Board.
4. The Tenant testified that he failed to make the \$500.00 arrears payment in February because he was laid off from his employment in December. Although this is a yearly layoff, he had been promised winter work, which did not happen. He applied for Employment Insurance ('EI') the day after his lay off and is not in receipt of it, but that EI was garnished by half due to a family responsibility order in place since 2020. He admits he was delinquent in that regard, but as of March 6, 2026 payments were no longer being deducted. I have considered that the \$421.00 outstanding as of the exparte order date on February 23, 2026 and the amounts the Tenant failed to pay on March 1, 2026 and March 15, 2026 were generated as a result of the loss of winter employment.
5. The Tenant he has since February 15, 2026 saved funds, and is able in part due to CRA payments, and his increased EI payments to make significant payments towards arrears, paying all but \$411.00 before April 9, 2026.
6. The Landlord submitted no evidence to suggest that it would be unfair in the circumstances to set aside the eviction and allow payment of the arrears which have been generated since February 15, 2026. I do not agree that the situation this winter is the same as the winter of 2024-2025, which saw the Tenant laid off and unable to pay rent. In this case, the Tenant failed to secure employment he had been promised which circumstances arose after the consent was entered into. It is a reasonable and temporary circumstances. I find also that despite being without work in December, the tenant continued to pay rent and arrears through to early February, demonstrating good faith in his desire to maintain his tenancy.
7. I find therefore that it would not be unfair to set aside the eviction order and order the Tenant to follow his proposed payment plan that would see all arrears paid by mid-May, including a first payment the day after this hearing on April 1, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-015188-26, issued on February 23, 2026, is granted.
2. Order LTB-L-015188-26, issued on February 23, 2026, is set aside and cannot be enforced.
3. The previous order issued on July 10, 2025 with respect to LTB-L-032517-25 is cancelled and replaced with the following order:
4. The Tenant shall pay to the Landlord \$2,566.00 for arrears of rent and the application filing fee.
5. The Tenant shall pay to the Landlord the amount set out in paragraph 4 in accordance with the following schedule:
 - \$155.00 on or before April 1, 2026.
 - \$2,000.00 on or before April 9, 2026.

- \$411.00 on or before May 14, 2026.
6. The Tenant shall also pay to the Landlord new lawful rent (this includes any lawful rent increase) on time and in full as it comes due and owing for the period from **April 1, 2026 to and including May 1, 2026**, 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 March 31, 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.