



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

File Number: LTB-L-054225-25-SA

In the matter of: 542 MOHAWK RD E
HAMILTON ON L8V2J6

Between: Boma Tai-Osagbemi Landlord
shakirat Tai-Osagbemi

And

Mohammad Razaq Tenant
Taylor Lea Ardagna

Boma Tai-Osagbemi and shakirat Tai-Osagbemi (the 'Landlord') applied for an order to terminate the tenancy and evict Mohammad Razaq and Taylor Lea Ardagna (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 May 9, 2025 with respect to application LTB-L-000770-25-RV.

The Landlord's application was resolved by order LTB-L-054225-25, issued on July 10, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-054225-25.

This motion was heard by videoconference on January 19, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

Procedural History

1. It appears that on July 3, 2025, the Landlord filed the L4 application alleging that there was a breach of the order.
2. An ex parte order was issued on July 10, 2025 in response to the L4 application however, on July 8, 2025, the Landlord filed a request to withdraw the L4 application which was inadvertently missed by the Board.
3. This resulted in the Tenant filing a motion to set aside the ex parte order issued on July 10, 2025 on December 31, 2025.

The Breach

4. The Landlord's L4 application alleges the Tenant failed to pay \$1,000.00 towards the arrears by June 30, 2025 and the rent for July 2025 on time and before July 1, 2025.
5. At the hearing, the Tenant accepted they breached and paid the amount by July 7, 2025.
6. Therefore, I find the Tenant was in breach of the order. This is undisputed.

The surrounding circumstances

7. The Tenant submits after they made the payment, the Landlord agreed to withdraw the application and so the Tenant thought everything was okay but then they received the sheriff's notice.
8. The Tenant submits the payment was late due to personal legal issues and by the time that settled, criminal issues began however now the Tenant has paid in advance and hopes to keep the tenancy in good standing. The Tenant submits the rental unit has been his home of two years with his children ages 2 and 5.
9. The Landlord opposes the Tenant's motion and submits the Tenant has continued to be late in paying the rent but confirms the breach was rectified on July 9, 2025.
10. After considering all of the circumstances, I find that the circumstances warrant setting aside order LTB-L-054225-25 issued on July 10, 2025. I say this because while the Tenant has breached, part of the issue was on the Board failing to address the request to withdraw the L4 application before issuing the order – meaning, at some point the parties had an agreement not to pursue the L4 – but for the Board's error.
11. Therefore, the motion to set aside the July 10, 2025 order is granted and the L4 application is dismissed as withdrawn.

It is ordered that:

1. The motion to set aside Order LTB-L-054225-25, issued on July 10, 2025, is granted.
2. Order LTB-L-054225-25, issued on July 10, 2025, is set aside and cannot be enforced.

April 8, 2026
Date Issued

Sonia Anwar-Ali
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.