



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

File Number: LTB-L-100487-25-SA

In the matter of: 5, 222 BELMONT AVE
PEMBROKE ON K8A2C5

Between: Marc St Jean Landlord
1922659 Ontario Inc.

And

Agricole EP JP Inc. Tenant

Marc St Jean and 1922659 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Agricole EP JP Inc. (the 'Tenant') and for an order to have the Tenant pay compensation for damage they owe because the Tenant did not meet a condition specified in the order issued by the LTB on February 5, 2025 with respect to application LTB-L-081836-24.

The Landlord's application was resolved by order LTB-L-100487-25, issued on December 8, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-100487-25.

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

The Landlord and the Tenant attended the hearing.

Determinations:

The Breach

1. It is uncontested that the Tenant failed to meet a condition specified in the order issued by the LTB on February 5, 2025 with respect to application LTB-L-081836-24 when they failed to pay the rent in full for November 2025 on time.

The surrounding circumstances

2. The Tenant submits they did not receive the notice of rent increase and so they were unaware that the rent increased. It was only when they received the eviction order that it came to their attention.

3. The Tenant submits they have complied with the last twelve months and would have no reason to jeopardize their tenancy of five years. The Tenant testified that they reside alone in the rental unit.
4. The Landlord testified that the notice of rent increase was emailed to the Tenant in accordance with the lease on February 1, 2025 and a screenshot of this email as well as the increase that was to take effect May 1, 2025 was submitted to the Board. I permitted the Landlord to submit a copy of the lease agreement as well by end of day which I confirm receipt.
5. The Tenant denies receiving this email and indicates they have not accessed the email address for over a year; however the Tenant confirms they did not inform the Landlord of the change in their email address.
6. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-100487-25. I say this because the issue in the application before the Board is persistent late payment of rent. The Tenant's rationale for their breach in November 2025 makes no sense since the increase took effect seven months prior.
7. If what the Tenant is saying is true and they did not know about the increase because they stopped using their corporate email, a reasonable tenant would have informed the Landlord promptly to change their method of communication but the Tenant did not do so. The Tenant here has exhibited careless conduct which supports the notion that the Tenant is either unwilling or unable to cooperate.
8. Therefore the motion to set aside the ex parte eviction order is denied and I must determine when to lift the stay.

The stay is lifted on April 30, 2026

9. Given the length of this tenancy, the Tenant's request for a delay to April 30, 2026 and in the face of the correction of the breach, I find it appropriate to lift the stay on April 30, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-100487-25, issued on December 8, 2025, is denied.
2. The stay of order LTB-L-100487-25 is lifted on April 30, 2026.
3. Order LTB-L-100487-25 is unchanged.

April 9, 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.