



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

Citation: Boardwalk General Partnership v PATON, 2026 ONLTB 29111

Date: 2026-04-09

File Number: LTB-L-011078-26-SA

In the matter of: 150, 53 ARDGLEN DR
BRAMPTON ON L6W1V1

Between: Boardwalk General Partnership Landlord

And

BRITTANY PATON Tenants
MATTHEW WRAY

Boardwalk General Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict BRITTANY PATON and MATTHEW WRAY (the 'Tenants') and for an order to have the Tenants pay compensation for damage they owe because the Tenant did not meet a condition specified in the mediated order issued on August 6, 2025 with respect to application LTB-L-030280-25.

The Landlord's application was resolved by order LTB-L-011078-26, issued on February 10, 2026. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-011078-26.

This motion was heard by videoconference on March 18, 2026.

The Landlord's agent, M. Patino, and the Tenant, B Paton, attended the hearing.

Determinations:

1. The Tenants failed to meet a condition specified in the mediated order issued on August 6, 2025 with respect to application LTB-L-030280-25, by paying the rent late in February 2026.
2. The Tenant, B. Paton (BP), admits that the Tenants also paid the rent short in March 2026.

3. It is undisputed that there are arrears of \$570.77 owing to the Landlord to March 31, 2026, as of the date of the hearing.
4. BP said that her husband had regular employment with a hot tub company, but business has been very slow, and the company changed his salary scheme. She also said that there were some unexpected expenses in the last few months that the family did not anticipate. BP said that work has been picking up for her husband, and she has now organized her social assistance payments after losing her job in November 2025.
5. BP said that her husband's income is now at least \$3,000.00 per month, and her social assistance and tax credit payments total over \$3,100.00 per month.
6. BP seeks to remain in the rental unit with her husband and three children who are 8, 11 and 15 years old. She said that the family has lived in the rental unit for four years, and they have nowhere to go, and no family nearby.
7. I informed BP that if she is able to pay the arrears by March 19, 2026, and she pays the rent in full and on time for April 2026, I would consider granting her motion to set aside.
8. BP sent proof of payment of the \$570.77 arrears paid to the Landlord on March 19, 2026, as well as proof of payment of the April 2026 rent in full paid to the Landlord by April 1, 2026.
9. The Landlord seeks to lift the stay on the eviction order because they no longer have confidence that the Tenants are able to pay the rent on time.
10. Based on the above evidence, I find that it would not be unfair to set aside order LTB-L-011078-26, issued on February 10, 2026, provided that the Tenants continue to pay the rent in full and on time for the following reasons. The Tenants have demonstrated an ability to make payments on time, and they have demonstrated a recognition of how they can maintain their tenancy. Their recent payments show a good faith commitment to maintain their tenancy and remain in the rental unit. I find that it is not unfair to provide them another opportunity to maintain their tenancy.

It is ordered that:

1. The motion to set aside Order LTB-L-011078-26, issued on February 10, 2026, is granted.
2. Order LTB-L-011078-26, issued on February 10, 2026, and the original order LTB-L-030280-25 issued on August 6, 2025, are both cancelled. They are replaced by the following order.
3. Commencing May 2026, and continuing each month, for a period of 12 months, up to and including April 2027, the Tenants shall pay the rent, in full, no later than the first day of each of those months, respectively.
4. If the Tenants fail to comply with the conditions in paragraph #3 above, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenants. The Landlord must make the application

within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenants.

April 9, 2026
Date Issued

Nancy Morris
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.