



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

Citation: Victoria Park Management v Stewart, 2026 ONLTB 26829

Date: 2026-04-14

File Number: LTB-L-013103-26-SA

In the matter of: B1, 85 BONAVENTURE DR
HAMILTON ON L9C4P8

Between: Victoria Park Management Landlord

And

Cynthia Stewart Tenant

Victoria Park Management (the 'Landlord') applied for an order to terminate the tenancy and evict Cynthia Stewart (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 Board on December 3, 2025 with respect to application LTB-L-077445-25.

The Landlord's application was resolved by order LTB-L-013103-26, issued on February 17, 2026. This order was issued without a hearing being held. The Tenant filed a motion to set aside order LTB-L-013103-26.

This motion was heard by videoconference on March 26, 2026. The Landlord's representative, Patrick Langille, and the Tenant attended the hearing.

Determinations:

1. There is no dispute between the parties that the Tenant failed to meet a condition specified in the order issued by the Board on December 3, 2025, with respect to application LTB-L-077445-25. The Tenant failed to pay the rent due on February 1, 2026.
2. That means the next question for the Board is whether it would be unfair in all of the circumstances to set aside the eviction order issued on February 17, 2026.
3. The history of the current application is that the Tenant did not pay the rent due on July 1, 2025, so the Landlord issued a notice of termination in Form N4. When the Tenant did not void the notice by paying the rent owing, the Landlord filed an L1 application with the Board on September 15, 2025.
4. When the Landlord's application came before the Board on November 20, 2025, the parties asked the Board to issue an order on consent. The order was issued on December

3, 2025. It says the Tenant owes \$6,526.00 for arrears of rent owing up to November 30, 2025, and costs and is to pay \$363.00 on or before the 20th day of the month starting December 20, 2025, and continuing until the arrears were paid. It also says the Tenant is required to pay new rent on time and in full for the period starting December 1, 2025, and continuing until the rent arrears are paid in full.

5. That means the first payment due under the original order was the rent for December 1, 2025. According to the Landlord's records, the Tenant did not comply with any of the terms of the consent order. December's rent was late and short paid. The arrears payment due on December 20, 2025, was paid in full but four days late. January's rent was paid but not until January 9, 2026. The arrears payment due on January 20, 2026, was two days late but the Tenant paid a small additional amount. The Tenant acknowledges the late payments. She says that she tends to pay the Landlord on her pay dates. But her payments prior to February 1, 2026, were such that by the end of January, 2026, the Tenant was ahead of the repayment schedule by \$57.00.
6. The Tenant also acknowledges that she did not pay the rent due on February 1, 2026. She says that sometime in February of 2026 she developed pneumonia and was hospitalised for about two weeks. Her daughter also became ill. The Tenant supplied no corroborating documents, but I have no reason to doubt her, and the Landlord did not challenge her evidence in any way.
7. On February 25, 2026, the Tenant filed this set aside motion with the Board. It says the rent for February had been paid as well as "the past due". Although February's rent was in fact paid by the date of filing of the motion, it is not true the Tenant was then current with the payment plan. I say this because the Landlord's undisputed ledger shows that on February 20, 2026, the Tenant paid the Landlord \$1,400.00 which was enough to cover the balance of the rent due February 1, 2026, and left the Tenant with a credit towards the next arrears payment of \$40.00. But as of the date of hearing, nothing else has been paid and the balance owing has risen to \$7,177.00. No explanation was offered as to why the Tenant failed to make the payments due February 20, or March 20, 2026 or the rent due March 1, 2026. But the Tenant says she can pay the rent due April 1, 2026 on time. She asks that the Board grant the motion and continue the original payment plan of \$363.00 on the 20th of each month plus new rent on time and in full.
8. The Tenant has lived in the rental unit for 15 years. She is a single parent of two children who are now 18 and 15 years old. The 15 year old has severe post-traumatic stress disorder ('PTSD'). The 18 year old also has PTSD and is hard of hearing. The children's father passed away a number of years ago from a drug overdose.
9. The Tenant says she works as a floating store manager for a coffee shop chain. Her take home is about \$3,300.00 a month and she receives \$489.00 for the child tax benefit. The monthly rent is currently \$1,417.00 but no other evidence was led about her regular expenses. She says she has a lot of debt including old credit card debt of about \$7,000.00. She paid her tax debt off sometime last year. Nothing was said about assets except her car which she says is falling apart.
10. According to the Tenant, at the end of February, 2026 she went to a credit counselling agency and plans to file a consumer proposal but she has not yet done so. The Tenant

seemed to be unaware at the hearing that she had to include all of her debts when filing a consumer proposal and that would include any arrears of rent owing to the Landlord.

11. The Tenant also acknowledges that her tenancy has been marked by at least five prior appearances before the Board due to non-payment. She says her father has often helped her out by paying off the rent arrears to save her tenancy. He does not want to do that again, but is willing to make the monthly arrears payments for her and she will pay the new rent as it comes due and owing.
12. The Landlord says that the Tenant's chronic late and unpaid rent has persisted throughout much of the tenancy. For example, the Tenant was in arrears the entirety of 2024. The only other evidence offered of the Landlord's circumstances is that it is a non-profit.
13. The issue for the Board is whether it would be unfair in all of the circumstances to set aside the eviction order.
14. The problem that arises here is that the Tenant routinely defaults on her obligations to the Landlord. She does not deny she failed to make each and every payment due under the payment plan on time prior to her illness in February, 2026. What that behaviour strongly suggests is that even if the Tenant's father took on the burden of making the arrears payments on time, the Tenant will not comply with any order requiring her to pay the rent on time and in full. She has amply demonstrated that she is either unwilling or unable to do so. In such a situation, allowing the tenancy to continue will simply result in further Board proceedings and further applications to the Board, and that would be unfair in all of the circumstances here.
15. As a result, the Tenant's motion to set aside must be denied.
16. The Tenant asks for any delay in the lifting of the stay to be as long as possible. The Landlord simply indicated it was not opposed to some delay.
17. Given the Tenant and her family have lived in this rental unit for 15 years, the relatively low income level the Tenant has to find new housing, and the medical challenges her children face, delaying the lifting of the stay until June 30, 2026 seems to me to be the reasonable thing to do in all of the circumstances here. An order shall issue accordingly.

It is ordered that:

1. The motion to set aside order LTB-L-013103-26, issued on February 17, 2026, is denied.
2. Order LTB-L-013103-26 is unchanged.
3. The stay of order LTB-L-013103-26 is lifted effective June 30, 2026.

April 14, 2026
Date Issued

Ruth Carey
Vice Chair, 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.