



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

Citation: Northview ONE Sub LP v Benson, 2026 ONLTB 30965

Date: 2026-04-20

File Number: LTB-L-019911-26-SA

In the matter of: 1201, 129 WELLINGTON ST
BRANTFORD ON N3T5Z9

Between: Northview ONE Sub LP Landlord

And

Madeline Benson Tenants
Patricia Belmonte
Zachary Hase

Northview ONE Sub LP (the 'Landlord') applied for an order to terminate the tenancy and evict Madeline Benson, Patricia Belmonte and Zachary Hase (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Tenants did not meet a condition specified in the order issued by the LTB on February 6, 2026 with respect to application LTB-L-096300-25.

The Landlord's application was resolved by order LTB-L-019911-26, issued on March 11, 2026. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-019911-26.

This motion was heard by videoconference on April 13, 2026.

The Landlord's Legal Representative Kundai Govereh and the Tenants Madeline Benson and Patricia Belmonte attended the hearing.

Determinations:

1. The Tenants agreed that they failed to meet a condition specified in the order issued by the LTB on February 6, 2026, with respect to application LTB-L-096300-25.
2. The Tenants testified that despite having agreed to a payment plan with the Landlord with respect to the order issued on February 6, 2026, the Landlord's property management company had sent a letter to the Tenants demanding that all of the arrears be paid back.
3. As such, the Tenants attempted to call various employees and agents of the Landlord asking what to do. Despite this, the Tenants did not make their \$1,200.00 arrears payment

by February 19, 2026, and never paid rent for March 1, 2026. The Tenants have not made any other payments since the tenancy commenced in September of 2025.

4. While the Tenants seem to blame the lack of support from the Landlord in getting their rent paid, its more likely that not in my view that the Tenants never had the income available to satisfy the agreed upon payment plan.
5. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-019911-26. The Tenants have been unable to pay rent for any consistent period of time since the tenancy commenced in September of 2025.
6. The Tenants asked for the stay to be delayed until June 30, 2026. The Tenants paid a last month's rent deposit, and, in my view, it would be prejudicial to the Landlord to give the Tenants additional time to vacate the unit. Because the Tenants have children in the unit, the lifting of the stay will be delayed to May 31, 2026.
7. The stay of order LTB-L-019911-26 is lifted on May 31, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-019911-26, issued on March 11, 2026, is denied.
2. The stay of order LTB-L-019911-26 is lifted May 31, 2026
3. Order LTB-L-019911-26 is unchanged.

April 20, 2026
Date Issued

Jagger Benham
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.