



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

Citation: Northstar Property Management v Cooper, 2026 ONLTB 31253

Date: 2026-04-17

File Number: LTB-L-000419-26-SA

In the matter of: 120, 185 PITTSBURGH AVE
SAULT STE. MARIE ON P6C5B2

Between: Northstar Property Management Landlord

And

Sally Cooper Tenant

Northstar Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Sally Cooper (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on November 7, 2025 with respect to application LTB-L-064900-25.

The Landlord's application was resolved by order LTB-L-000419-26, issued on January 12, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-000419-26.

This motion was heard by videoconference on February 11, 2026.

The Landlord's agent, J. Naccarato, and the Tenant attended the hearing.

Determinations:

1. The Landlord obtained their *ex parte* eviction order alleging that the Tenant failed to pay the January 2026 rent in full and on time.
2. The Tenant wrote in her motion that she had not received the November 2025 consent order. However, at the hearing she said that she believed she was complying with the order of November 7, 2025, even though she only paid \$675.00 towards the \$1,101.00 rent on January 2, 2026. She said that she believed she only owed \$675.00 because the Landlord still owed her \$426.00 from a previous order, LTB-L-049478-24 issued on July 3, 2025.
3. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-000419-26, issued on January 12, 2026, for the following reasons.

4. The Tenant's testimony was not credible, because she provided different reasons for failing to pay the January 2026 rent in full, in her written motion, as opposed to what she said in her oral testimony at the hearing. The Landlord's agent testified that the order of July 2025 was completely paid up to the Tenant by the Landlord by August 2025, and this fact is supported by the surrounding circumstances. The parties consented to a pay-on-time order on October 30, 2025, and there was no mention at all of any outstanding payment being owed to either party on that date. Rather, the parties agreed to that order on that date because the Tenant had been paying the rent persistently late. That order also clearly stated the amount of the monthly rent and when it was due. The Tenant continued to pay the rent late, despite having agreed to pay the rent on time on October 30, 2025. The Landlord's ledger shows that the Tenant was in arrears by December 1, 2025, and she then underpaid the rent in January 2026, and failed to pay the rent on February 1, 2026.
5. Consequently, I find that the Tenant breached the consent order issued on November 7, 2025, and she continued to breach by failing to pay the rent on time in February 2026.
6. The Tenant said that she works part-time, and her rent comprises about half of her stated income. She also said that she has substantial car payments in addition to her other normal expenses. The Tenant did not disclose any change in her circumstances that demonstrate that she will now be able to pay the rent in full and on time going forward. The Tenant is now in arrears of close to \$2,000.00. I find that it is prejudicial to the Landlord for the tenancy to continue.

It is ordered that:

1. The motion to set aside Order LTB-L-000419-26, issued on January 12, 2026, is denied.
2. The stay of order LTB-L-000419-26 issued on January 12, 2026, is lifted immediately.
3. Order LTB-L-000419-26 is unchanged.

April 17, 2026

Date Issued

Nancy Morris

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.