



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

File Number: LTB-L-021312-26-SA

In the matter of: 307, 2194 KING ST E
HAMILTON ON L8K1W6

Between: DRAKE PROPERTY MANAGEMENT Landlord

And

MICHAEL SENDECKI Tenant

DRAKE PROPERTY MANAGEMENT (the 'Landlord') applied for an order to terminate the tenancy and evict MICHAEL SENDECKI (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on February 2, 2026 with respect to application LTB-L-104872-25.

The Landlord's application was resolved by order LTB-L-021312-26, issued on March 13, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-021312-26.

This motion was heard by videoconference on April 27, 2026.

The Landlord's Legal Representative, Eric Steinman, and the Tenant attended the hearing.

Determinations:

1. The first issue before the Board is whether there was a breach of the previous order issued by the LTB on February 2, 2026 with respect to application LTB-L-104872-25. At the hearing, the Tenant agreed he breached the terms of the order; specifically, he failed to pay the rent for March 2026 in full by March 1, 2026.
2. This means I must determine, having regard to all the circumstances, whether it would not be unfair to set aside the eviction order pursuant to section 78(11)(b) of the *Residential Tenancies Act, 2006* (the 'Act').
3. The Tenant testified that he did not receive the order issued on February 2, 2026 and was unaware of conditions imposed on him by the Board. However, the Tenant does acknowledge that he knows the rent is due on the first day of each month and that he has been late with rent payments in the past.

4. The Tenant testified that he has resided in the rental unit for eight years and that his current employment will provide him the stability to pay the Landlord in full and on time going forward.
5. The Landlord's Legal Representative opposed the Tenant's motion submitting that the Board already granted the Tenant relief and that the Landlord relies on rent payments to be paid on time to pay for the mortgage and operating expenses.
6. There is no dispute that the Tenant breached the previous order. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-021312-26. The Tenant paid the rent for April 2026 in full and on time. Based on this and the Tenant's testimony that his employment circumstances have improved, I find it likely that the Tenant now knows the importance of paying the rent on time and has the means to do so.
7. The Act is remedial legislation and the courts have determined that evicting a tenant is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated,

"to put somebody out of their home must, in my view, call for clear and compelling circumstances that it's no longer possible for the arrangement to continue."

8. Considering this and having regard to all of the circumstances, and in balancing the prejudice to the Tenant against any potential prejudice to the Landlord, I find that it would not be unfair under the present circumstances to grant the Tenant an opportunity to preserve the tenancy. The Landlord is a corporate landlord and any prejudice to the Landlord is alleviated through the Landlord's ability to apply to terminate the tenancy under section 78 of the Act if the order is breached again.

It is ordered that:

1. The motion to set aside Order LTB-L-021312-26, issued on March 13, 2026, is granted.
2. Order LTB-L-021312-26, issued on March 13, 2026, is set aside and cannot be enforced.
3. The previous order issued on February 2, 2026 with respect to LTB-L-104872-25 remains in full force and effect.

May 4, 2026
Date Issued

Vicky Liu
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.