



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

File Number: LTB-L-002170-26-SA

In the matter of: 1579 COVENTRY CRT
SARNIA ON N7S3X7

Between: Yvette Turner Landlord

And

Stuart Brown Tenant

Yvette Turner (the 'Landlord') applied for an order to terminate the tenancy and evict Stuart Brown (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 LTB on April 16, 2025 with respect to application LTB-L-104749-24.

The Landlord's application was resolved by order LTB-L-002170-26, issued on January 14, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-002170-26.

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

The Landlord and the Tenant attended the hearing. The Landlord was assisted by her son, S. Turner.

Determinations:

1. The Landlord alleged that the arrears payment due on December 25, 2025 was late, and they alleged that the monthly rent payment due on January 1, 2026, was also late.
2. The Tenant denies that he breached the payment plan. He said that he sent an email transfer for the arrears payment to the Landlord on December 25, 2025, and he made an email transfer for the rent on January 1, 2026.
3. The Landlord said that a payment went into their bank account on December 27, 2025. She also said that the January rent was paid into the bank account on January 2, 2026. She submitted into evidence bank documents to support her testimony.

4. Consequently, I find, on a balance of probabilities, that the Tenant breached the payment plan as the arrears payment was to be on or before the 25th day of the month, and the rent was to be paid, in full, no later than the first day of each month.
5. However, I find that it is credible, and the Tenant had documents to support their testimony, that the payments were sent on time.
6. Even if a payment being received late is due to the tardiness of the bank, and its delay in registering that an email payment has successfully reached its intended recipient, it is the obligation of the Tenant to ensure that it is sent with sufficient time in order to be received on time, and on the specific, intended day.
7. I informed the parties that I was going to grant the Tenant's motion. The Landlord requested that the stay on the eviction order be lifted any way because the Landlord is suffering legal issues as a result of the Tenant's behaviour.
8. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-002170-26 issued on January 14, 2026, for the following reasons.
9. The Tenant did, in fact, send the payments in question on time. However, one payment was due on Christmas Day, and it was very unlikely to be received on that day. The other payment was also due on a major statutory holiday, and it was unlikely to be received on that day. The Tenant was informed that, going forward, it is his responsibility to ensure that a payment is received on or before the day intended. If there is a major holiday coming up, the Tenant must ensure that he sends his payments in early.

It is ordered that:

1. The motion to set aside Order LTB-L-002170-26, issued on January 14, 2026, is granted.
2. Order LTB-L-002170-26, issued on January 14, 2026, is set aside and cannot be enforced.
3. The previous order issued on April 16, 2025 with respect to LTB-L-104749-24 remains unchanged.

May 1, 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.