



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

File Number: LTB-L-003997-26-SA

In the matter of: 10 STANTON ST
COURTICE ON L1E0H7

Between: Daniel Ekpa Landlords
Jessie Ekpa

And

David Lyons Tenants
Miranda Lebel

Daniel Ekpa and Jessie Ekpa (the 'Landlords') applied for an order to terminate the tenancy and evict David Lyons and Miranda Lebel (the 'Tenants') because the Tenants did not meet a condition specified in the order issued by the LTB on October 31, 2025 with respect to application LTB-L-039279-25.

The Landlord's application was resolved by order LTB-L-003997-26, issued on January 20, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-003997-26.

This motion was heard by videoconference on February 18, 2026. The Landlord Daniel Ekpa and the Tenants attended the hearing. The Landlord was represented by Joey Rizzuto

Determinations:

1. As explained below, the Tenants motion is granted, despite the Board finding that the Tenants breached a condition in the prior order.
2. The prior order issued on October 31, 2025 was a conditional order requiring the Tenants to pay the utility charges within three days of a bill's due date or within three days of the Landlords providing the Tenants a bill. The order also orders the Tenants to pay \$1,594.20 in outstanding water charges to the Landlords by November 11, 2025. The amount of the outstanding water charges was agreed to by the parties at the hearing and does not contain a section 78 termination clause.
3. The ex-parte order issued on January 20, 2026 terminates the tenancy because the Tenants failed to pay the full amounts owing on a water bill payment due January 5, 2026.

The Breach:

4. As explained below, I find that the Tenants breached the prior order issued on October 31, 2025.
5. The parties agree that on December 15, 2025 a water bill was issued by the Regional Municipality of Durham. The Landlord submitted into evidence a copy of this water bill (LL exhibit #1). The water bill covers the period of September 11, 2025 to December 6, 2025 and is in the amount of \$670.24. Part of the amount owing is a balance forwarded from past due arrears in the amount of \$274.61.
6. The parties agreed that after this bill was received, that the Tenants paid to the Landlords \$396.00 on December 22, 2025, which left an unpaid balance owing of \$274.24 which has still yet to be paid. This amount consists of the balance forwarded from the past due arrears.
7. The Tenants take the position that they should not be required to pay the carried over amount as it was previously ordered in order LTB-L-039279-25 issued on October 31, 2025.
8. The prior order issued on October 31, 2025 was based on a hearing held on September 8, 2025 and at this hearing, the parties agreed that the Tenants owed \$1,594.20 in unpaid water charges as of this hearing date.
9. Since the hearing date on September 8, 2025, there was a subsequent water bill issued on September 17, 2025 in the amount of \$664.61. This amount also included a carried over balance in the amount of \$236.79. The Tenants submitted into evidence a copy of this water bill (TT exhibit #1). The parties agreed that the Tenant paid \$390.00 towards this bill.
10. Based on the evidence and submissions before the Board, I find that the Tenants have breached the prior order by failing to pay the full amount owing in the December 15, 2025 water bill. However, I find that the balance of the amount owing is only \$37.45 and not \$274.24 as alleged by the Landlords.
11. The evidence before the Board confirms that a large portion of the carried over balance covers the unpaid charges previously ordered in the prior order issued on October 31, 2025. Although the Tenants have not since paid this amount to the Landlords, the order provides the Landlords with the right to collect these amounts through collection / enforcement proceedings. The Landlords cannot re-claim these amounts on a new application before the Board as this would result in res judicata.
12. The evidence also confirms that despite the September 17, 2025 water bill containing a carried over balance of \$236.79, that the Tenants still short paid current amount owing on this bill (excluding the carried over balance) by \$37.82. Therefore, this amount was correctly transferred over to the December 15, 2025 utility bill which was not paid.
13. Therefore, Tenant's payment for the December 15, 2025 water bill was short paid by \$37.45 (\$670.24 [total amount per bill] – \$236.79 [previously carried over balance] - \$396.00 [payment by Tenants] = \$37.45).

The Surrounding Circumstances:

14. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-003997-26 issued on January 20, 2026.
15. Section 78(11)(b) of the *Residential Tenancies Act, 2006* (the Act) states that the Board may set aside an ex-parte order if satisfied that having regard to all of the circumstances that it would not be unfair to do so. This applies even if the Board is satisfied that there was a breach of the prior order.
16. The breach by the Tenants is of a minimal amount and further I find that the breach was caused due to some confusion between the parties.
17. As such, I find that it would not be unfair to set aside the January 20, 2026 ex-parte order.
18. As there still is a small amount of unpaid utility costs owing as per the December 15, 2025 water bill (\$37.45), the prior order will be amended to require the Tenants to pay this amount.

It is ordered that:

1. The motion to set aside Order LTB-L-003997-26, issued on January 20, 2026, is granted. The order is set aside and cannot be enforced.
2. The previous order issued on October 31, 2025 with respect to LTB-L-039279-25 is amended as follows:
 - a) On or before May 15, 2026, the Tenants shall pay to the Landlord \$37.45 for unpaid water charges owing as per the December 15, 2025 water bill.
 - b) For a period of one year from the date of this order, the Tenants shall pay the ongoing utility charges in accordance with the terms of the tenancy agreement, within three days of a bill's due date or within three days of the Landlords providing the Tenants a bill.
3. If the Tenants fail to comply with the conditions set out in paragraph 2 of this order, the Landlords may apply under section 78 of the Residential Tenancies Act, 2006 (the 'Act') for an order terminating the tenancy and evicting the Tenants. The Landlords must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenants.

April 30, 2026

Date Issued

Fabio Quattrociochi

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.