



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

File Number: LTB-L-003531-26-SA

In the matter of: 112, 1855 JANE ST
NORTH YORK ON M9N2T7

Between: Pinedale Properties Ltd. Landlord

And

Dwight Dube Tenant

Pinedale Properties Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Dwight Dube (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on December 10, 2025, with respect to application LTB-L-046895-25.

The Landlord's application was resolved by order LTB-L-003531-26, issued on January 19, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-003531-26.

This motion was heard by videoconference on March 10, 2026.

The Landlord's Agent, William Breen, the Landlord's Legal Representative, Jennifer Smith, and the Tenant attended the hearing.

Determinations:

Was there was a breach of the previous order?

1. According to the Landlord, the Tenant failed to meet a condition specified in the order issued by the LTB on December 10, 2025, with respect to application LTB-L-046895-25.
2. The Landlord submitted that the Tenant failed to pay the lawful rent for January 2026 by January 1, 2026. The Tenant paid the rent on January 2, 2026.
3. According to the Tenant, he paid the rent on January 1, 2026, and as such, complied with the order LTB-L-046895-25 issued on December 10, 2025.
4. The Tenant submitted that he had paid the rent on the 1st of January 2026 by electronic transfer to the Landlord's account; however, due to January 1, 2026, being a statutory holiday, the payment was not processed until January 2, 2026, the first business day after

the statutory holiday. As such, the Tenant's position was that he was not late in paying his rent.

5. The order LTB-L-046895-25 issued on December 10, 2025 states that:

The Tenant shall pay the full monthly rent on or before the 1st day of each month, commencing January 1st, 2026, and for 12 months thereafter up to and including December 1, 2026.

6. The issue is, when does the Tenant pay his rent; is it when the Tenant submits the payment, or when the payment is, in fact, processed or received by the Landlord?
7. It is my opinion, that the Tenant pays the rent when he submits the payment to the Landlord, and not when the payment is processed by the Landlord. To find otherwise would be to force the Tenant to pay rent before it was due.
8. I accepted the Tenant's evidence that he submitted the rent into the Landlords account on January 1, 2026.
9. As such, I find that there has not been a breach of order LTB-L-046895-25 issued on December 10, 2025.
10. The Tenant's motion will be granted.
11. Even if I may be mistaken in my finding that the Tenant did not breach order LTB-L-046895-25 issued on December 10, 2025, I find, that it would not be unfair to set aside order LTB-L-003531-26 after considering all the circumstances.

The surrounding circumstances

12. Even if the Tenant was late in paying his rent for January 2026, by paying on January 2, 2026, rather than on or before January 1, 2026, because January 1, 2026, was a statutory holiday, the delay in payment is minimal.
13. Landlords are entitled to be paid on time; however, a payment one day late poses minimal prejudice to the Landlord. On the other hand, eviction would be a serious consequence to the Tenant for a comparatively minor wrong.
14. Eviction is a remedy of last resort. So, even if I may be wrong in my finding that the Tenant did not breach the order, I am of the view the Tenant should be given another opportunity to continue the tenancy.
15. The Board record also shows that after the Landlord filed the within L4 application, the Tenant paid rent, or rather the payments were processed, on Feb 4, 2026, March 2, 2026 (the first business day of the month), and April 1, 2026.
16. In conclusion, I find, after considering all the circumstances, that it would not be unfair to set aside order LTB-L-003531-26.
17. I also note that the Landlord's rent ledger shows the lawful monthly rent as \$1,501.27; whereas the order issued on December 10, 2025, determined that the rent as of April 2025

was \$1,450.48, and the Tenant continued to pay this rent (\$1,450.48). This issue was not before me, and as such, I make no determinations about the amount of the lawful rent.

It is ordered that:

1. The motion to set aside Order LTB-L-003531-26, issued on January 19, 2026, is granted.
2. Order LTB-L-003531-26, issued on January 19, 2026, is set aside and cannot be enforced.
3. The previous order issued on December 10, 2025 with respect to LTB-L-046895-25 remains in force and effect.

May 4, 2026
Date Issued

Jana Rozehnal
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.