



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

File Number: LTB-L-009542-26-SA

In the matter of: 259 PELHAM RD
ST CATHARINES ON L2S3A9

Between: Amrit Sidhu Landlords
Satpreet Sidhu

And

Francesca Henderson Tenant

Amrit Sidhu and Satpreet Sidhu (the 'Landlords') applied for an order to terminate the tenancy and evict Francesca Henderson (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 on consent by the LTB on January 19, 2026 with respect to applications LTB-L-079472-25 and LTB-L-096560-25.

The Landlords' application was resolved by order LTB-L-009542-26, issued on February 6, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-009542-26.

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

The Landlords and the Tenant attended the hearing.

Determinations:

There was a breach of the previous order

1. The Tenant did not contest that she failed to meet a condition specified in the order issued by the LTB on January 19, 2026 with respect to application LTB-L-079472-25.
2. The Tenant failed to pay the lawful monthly rent of \$2,299.00 by February 1, 2026. The Tenant paid the rent for February 2026 on February 2, 2026.
3. Pursuant to subsection 78(11) of the *Residential Tenancies Act*, 2006 (the 'Act'), when there has been a breach of an order, the next issue to determine is whether or not the Board is satisfied, having regard to all the circumstances, that it would not be unfair to set aside the ex parte order issued on February 6, 2026.

The surrounding circumstances

4. After considering all of the disclosed circumstances, I find that it would be unfair to set aside order LTB-L-009542-26.
5. Although the Tenant's breach was relatively minor, as she was only one day late in paying her rent for February 2026, as described below, the Tenant also failed to make the payment due on February 21, 2026, in full and on time. The Tenant also failed to make the March 2026 rent payment in full and on time.
6. On or before February 21, 2026, the Tenant was to pay \$2,582.25 for arrears of rent up to January 31, 2026 and the filing fee. The Tenant paid \$2,000.00 on February 24, 2026 and \$583.00 on February 27, 2026.
7. With respect to the rent for March 2026, the Tenant paid \$1,300.00 on February 28, 2026 and \$500.00 on March 2, 2026.
8. At the hearing on March 10, 2026, the Tenant stated that she did not pay her rent for February 2026 on or before February 1, 2026, because she did not have the Landlords' email address in order to make the electronic transfer. The Tenant stated that she first paid rent to one of the Landlords and then starting February 2026 she was to pay the rent to the other named Landlord. The Tenant stated that she did not have the email address of the second Landlord.
9. The evidence submitted shows that at 9:07 p.m. on February 1, 2026, the Tenant texted the Landlord and asked for her email address stating that the address was on the Tenant's other phone. The Landlord sent the email address to the Tenant at around 9:20 p.m.; however, the Tenant did not respond. The Tenant stated that she had fallen asleep and did not get the email until the next day. The Tenant made the rent payment at 11:32 a.m. on February 2, 2026.
10. The Tenant's written submission filed with the set aside motion is inconsistent with the Tenant's testimony given at the hearing. In her written submission, the Tenant stated that she did not pay the rent on February 1, 2026, because she first had to deposit the money into her bank account and the bank did not open until 9:30 a.m. on February 2, 2026, as February 1, 2026 was a Sunday.
11. With respect to the breach of February 21, 2026 payment, and the March 2026 rent payment, the Tenant stated that she was confused as to what she was to pay after she had received the ex parte order issued on February 9, 2026.
12. I do not accept the Tenant's explanation that she was confused as to what she was to pay to the Landlord. The pattern of payments is inconsistent with the Tenant's assertion that she was confused, but is consistent with Tenant's payments throughout the tenancy, that is late and incomplete payments of rent. I did not find the Tenant's testimony reliable, as it was inconsistent with her written submissions.
13. In addition, the correspondence between the parties submitted into evidence shows that the Tenant was confident that she would not be evicted because of her circumstances, even if she breached the order.

14. I note that the payment plan was in an order issued on consent of the parties. As such, the Tenant understood and agreed to the terms of the order. There was no evidence that her circumstances had changed after the consent order was issued. Orders of the LTB are not mere suggestions; they are binding orders and are expected to be complied with. A failure to comply with an order may have serious consequences.
15. I also note that the tenancy is of short duration, it started in June 2025. The LTB record also shows that the Tenant consistently failed to pay rent on time and in full throughout the short duration of the tenancy.
16. The Tenant has four children, three children live with the Tenant, their ages are 15, 9 and 8. The Tenant stated that she was able to pay the rent. According to the Tenant, her income is \$5,000.00 per month from Ontario Works, housing and child benefits. As such, the Tenant should not have difficulties to pay her rent and or comply with the order issued on consent.
17. The Landlords have financial pressures due to the Tenant's incomplete and late payment of rent, as they struggle to meet their mortgage payments.
18. At the hearing, the Tenant submitted that the Landlords were in serious breach of the Act, because there was a cockroach infestation and insufficient supply of hot water. The Landlords denied having been in breach of the Act. According to the Landlords, they had addressed the Tenant's concerns.
19. Although the Tenant's complaints are relevant considerations within the L1 application relief from eviction under section 83 of the Act, and not this L4 application, even if I consider the Tenant's allegations within the context of all circumstances under section 78 of the Act, I am not satisfied, based on the evidence before me, that the Landlords were in serious breach of their obligations under the Act.

The stay is lifted on May 25, 2026

20. The Tenant requested more time to find alternate accommodation should her motion be denied.
21. As noted above, the Tenant has 3 children living with her, she has been paying rent for the most part, albeit in late and not in full. As such, it would be reasonable to delay the lifting of the stay until May 25, 2026 to give the Tenant extra time to find alternate accommodation. Considering the Tenant's stated income, it should not take too long for the Tenant to find adequate alternate accommodation.
22. The stay of order LTB-L-009542-26 is lifted on May 25, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-009542-26, issued on February 6, 2026, is denied.
2. The stay of order LTB-L-009542-26 is lifted on May 25, 2026.

May 11, 2026
Date Issued

Jana Rozehnal
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.