



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

File Number: LTB-L-023855-26-SA

In the matter of: MAIN FLOOR and SECOND FLOOR, 618
OLD WESTON RD
TORONTO ON M6N3B3

Between: DUDLEY BLACK Landlord

And

BARBARA RHODEN Tenant
LEON RHODEN

DUDLEY BLACK (the 'Landlord') applied for an order to terminate the tenancy and evict BARBARA RHODEN and LEON RHODEN (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 December 19, 2025 with respect to application LTB-L-082845-25.

The Landlord's application was resolved by order LTB-L-023855-26, issued on March 23, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-023855-26.

This motion was heard by videoconference on April 29, 2026.

The Landlord's legal representative Berkan Altun and the Tenant Leon Rhoden attended the hearing.

Determinations:

There was a breach of the previous order

1. The Tenant admits that they failed to comply with a condition set out in the order issued by the Board on December 19, 2025, in relation to application LTB-L-082845-25. Specifically, the Tenant acknowledges that they did not pay the required \$500.00 toward the rent arrears on March 1, 2026, nor did they pay the monthly rent due on that date.

2. The Tenant submits that he contacted the Landlord and requested that the Landlord attend at the rental unit to collect the rent, however, the Landlord declined to do so. The Tenant states that, as a result, the March rent and the arrears payment were not made until March 23, 2026. The Tenant further confirmed that he had previously paid rent electronically, but indicated that because he was out of town during March and April, he asked the Landlord to collect the rent in person.
3. The Tenant subsequently breached the original order again by paying the April 2026 rent late, on April 6, 2026.
4. The onus rests with the Tenant to ensure that rent is paid in accordance with the terms of the prior order. There is no obligation on the Landlord to attend at the rental unit to collect rent, particularly in the absence of prior arrangement or notice. Given that the Tenant was aware of the payment requirements imposed by the original order, I find that the Tenant breached the order by failing to pay the rent on the required dates.

The surrounding circumstances

5. In his motion materials, the Tenant stated that he withheld rent due to outstanding maintenance issues. At the hearing, the Tenant testified that the rental unit sustained significant damage, including a flooded kitchen resulting from roof damage. Specifically, the Tenant testified that on February 23, 2026, a pipe burst in the ceiling, causing the roof to “cave in” and allowing water to enter the kitchen area. The Tenant entered photographs of the rental unit taken on that date into evidence. The Tenant further testified that there were electrical issues in the rental unit and that the stove was not functioning.
6. The Tenant testified that he resides in the rental unit with his mother, who suffers from dementia, and stated that relocating would cause him significant hardship. The Tenant has resided in the rental unit for approximately 40 years.
7. The Landlord testified that he addresses maintenance issues promptly once they are brought to his attention. In this instance, the Landlord testified that he was notified of the issues described by the Tenant and that he took steps to remedy them as quickly as possible.
8. Having considered all of the circumstances, I find that it would not be unfair to refuse to set aside Order LTB-L-023855-26. The Tenant was aware of the terms of the prior order and had been granted an opportunity to preserve the tenancy. Despite this, as acknowledged in the Tenant’s own motion materials, the Tenant elected to withhold rent as a form of self-help rather than pursue the remedies available through the Board. This course of conduct resulted in multiple breaches of the prior order, which cannot be excused.
9. The maintenance issues described by the Tenant do not justify the repeated breaches of the prior order. Furthermore, I find that the breaches occurred not only as a result of the maintenance issues, but because the Tenant was unavailable to make payment to the Landlord on time. Had the Tenant known that he would be unable to make timely rent payments due to being out of the country, he ought to have made alternative payment

arrangements with the Landlord in advance. Instead, the Tenant breached the prior order on three separate occasions.

The stay is lifted on June 30, 2026

10. The stay of order LTB-L-023855-26 is lifted on June 30, 2026. Due to the long-standing tenancy, and medical issues of the Tenant's mother, I find a delayed eviction date to be appropriate. The delay in lifting the stay will provide the Tenant additional time to find alternative living accommodations.

It is ordered that:

1. The motion to set aside Order LTB-L-023855-26, issued on March 23, 2026, is denied.
2. The stay of order LTB-L-023855-26 is lifted on June 30, 2026.
3. Order LTB-L-023855-26 is unchanged.

May 6, 2026
Date Issued

Brett Lockwood
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.