



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

File Number: LTB-L-009508-26-SA

In the matter of: main floor unit, 85 TOWNLINE RD E
CARLETON PLACE ON K7C2C9

Between: Laura Lynne Bains Landlord

And

Wesley Parsons Tenant

Laura Lynne Bains (the 'Landlord') applied for an order to terminate the tenancy and evict Wesley Parsons (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on January 5, 2026, with respect to application LTB-L-073663-25.

The Landlord's application was resolved by order LTB-L-009508-26, 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-009508-26.

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

The Landlord, the Landlord's Agent, Resham Bains, the Tenant, and the Tenant's legal representative, Linda Tranter, attended the hearing.

Determinations:

There was a breach of the previous order

1. The Tenant did not contest that he failed to meet a condition specified in the order issued by the LTB on January 5, 2026, with respect to application LTB-L-073663-25.
2. The Tenant failed to pay to the Landlord the rent for February 2026 in full on or before February 1, 2026.

The surrounding circumstances

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 LTB

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 Tenant's position:

4. The Tenant submitted that it would not be unfair to set aside the ex parte order because he paid the Landlord \$1,300.00 on February 1, 2026, and was short only \$340.00, which he paid on February 16, 2026. He paid the rent for January 2026 and March 2026 on time. At the date of the hearing on March 10, 2026, the Tenant did not owe any rent to the Landlord.
5. The Tenant submitted that he did not pay the full rent on time in February 2026 because due to the Landlord's complaints to Public Health authorities about his catering business and the products he sold, he was subject to a ban on selling any goods, and carrying on his business until the Public Health investigation was complete. The Tenant's products were confiscated and destroyed which caused the Tenant thousands of dollars, leaving the Tenant with inadequate income. The Tenant closed his business at least until he established the licensing or an exemption.
6. The Tenant further described his personal and financial circumstances most of which predate the issuance of the order on January 5, 2026, and also this tenancy. As such these circumstances were, or should have been, considered at the hearing on November 6, 2025, resulting in the order issued on January 5, 2026, directing the Tenant to pay his rent on time. The consideration of these circumstances contributed to the LTB granting relief from eviction under section 83 of the Act.
7. The Tenant's income throughout the tenancy, which started in November 2024, came from his catering business, and from seasonal employment in the Rental Village.
8. Despite the loss of income from his catering business in January 2026, the Tenant submitted that he would be able to pay his rent on time in the future, as he will be employed at the Rental Village again.
9. The Tenant further stated that he was severely limited in his physical abilities due to his cardiac issues.
10. According to the Tenant, there is not much alternate housing available at his price range. However, the Tenant has been looking for alternate housing because he finds the current living environment stressful. The Tenant has been selling his belongings, he has no vehicle, and no other place to go at this moment.

The Landlord's position:

11. The Landlord's position was that it would be unfair to set aside the ex parte order.
12. Despite the fact that the Tenant stated at the hearing on November 6, 2025, that he understood his obligation to pay his rent on time, and agreed to do so, the Tenant failed to pay the rent on time immediately after the hearing. The rent for December 2025 was paid late. The Tenant paid the rent in three instalments between December 2, 2025 and December 10, 2025. Then again, in the first month after the order directing the Tenant to pay his rent on

time was issued on January 6, 2026, the Tenant was late in paying his rent for February 2026.

13. The Tenant also failed to pay \$186.00 filing fee by January 16, 2026.
14. The Landlord submitted that the Tenant's pattern of conduct has not changed throughout the tenancy and this is putting significant stress on the Landlord, as they never know when and how much the Tenant will pay.
15. The Landlord disputed the Tenant's alleged physical limitations, as the Tenant's catering business involved physical labour which included smoking heavy pieces of meat, and the Tenant's employment at the rental Village involved physical labour as well.
16. The Tenant's income is irregular and as such, he cannot meet his rent obligations on an ongoing basis.

Analysis:

17. After considering all the disclosed circumstances, I find that it would be unfair to set aside the exparte order issued on February 6, 2026. I say this because the Tenant's pattern of late payment has not changed throughout the tenancy and is ongoing. The Tenant was paying his rent late even when he was operating his catering business, allegedly from the rental unit, to which the Landlord strongly objected. That source of income is now gone, at least until the Tenant can obtain proper licensing. The Tenant's alleged second source of income from the Rental Village, was unconfirmed at the time of the hearing. Although the Tenant stated that he would be returning to the Rental Village; he provided no supporting evidence to confirm his future employment there. As such, given the fact that the Tenant did not make his rent payments on time when he had two sources of income, the likelihood of his ability to be able to pay rent in full and on time in the future is, in my view, remote at best.
18. As to the Tenant's alleged physical limitations effecting his ability to be gainfully employed, there was no evidence before me that there has been any change since the hearing of November 6, 2025. Those circumstances have been taken into account when the LTB granted relief from eviction and issued a conditional order under section 78 of the Act.
19. The only material change in the Tenant's circumstances was that the Tenant closed his unlicensed catering business and lost that source of income.
20. In conclusion, having regard to all the circumstances, I am not satisfied that it would be unfair to set aside order aside. LTB-L-009508-26 issued on February 6, 2026. The Tenant was aware of his obligation to pay rent on time, he confirmed this at the hearing on November 6, 2025, and in his written submission in the set aside motion. Yet, the Tenant failed to do so twice between the hearing on November 6, 2025, and the hearing of March 10, 2026; that is 50% of the time. It appears, that the Tenant's pattern of conduct of failing to pay the rent on time continues and is unlikely to change.

The stay is lifted on May 14, 2026

21. As the Tenant may need some time to find alternate housing in the community, the lifting of the stay of the order will be delayed to May 14, 2026.

22. The stay of order LTB-L-009508-26 is lifted on May 14, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-009508-26, issued on February 6, 2026, is denied.
2. The stay of order LTB-L-009508-26 is lifted on May 14, 2026.
3. Order LTB-L-009508-26 is unchanged.

May 7, 2026
Date Issued

Jana Rozehnal
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.