



**Order under Subsection 74(6)  
and Direction Authorizing Payment-Out under Subsection 195(2)  
Residential Tenancies Act, 2006**

**Citation:** Sacajawea Non-Profit Housing Inc. v Juhasz, 2026 ONLTB 37565

**Date:** 2026-05-07

**File Number:** LTB-L-089890-25-VO

**In the matter of:** 103, 18 WEST AVE S  
HAMILTON ON L8N2S1

|                 |                                   |          |
|-----------------|-----------------------------------|----------|
| <b>Between:</b> | Sacajawea Non-Profit Housing Inc. | Landlord |
|                 | <b>And</b>                        |          |
|                 | Kathleen Juhasz                   | Tenant   |

On January 23, 2026 the LTB issued order LTB-L-089890-25 terminating the tenancy and evicting Kathleen Juhasz (the 'Tenant') because the Tenant failed to pay rent that the Tenant owes.

On April 29, 2026 the Tenant filed a motion to void order LTB-L-089890-25 because before the eviction order became enforceable, the Tenant paid Sacajawea Non-Profit Housing Inc. (the 'Landlord') and the LTB the amount required to void the order under subsection 74(4) of the *Residential Tenancies Act, 2006* (the 'Act').

The motion was heard by videoconference on May 7, 2026.

The Tenant, the Tenant's Agent, Ersa Lybesha, and the Landlord's Agents, Kathleen Tocco and Lisa Pottruff attended the hearing.

**Determinations:**

Context/History

1. LTB-L-089890-25 was resolved by order on January 23, 2026. The order stated that in order to void the eviction, the Tenant would be required to pay \$2,382.00 on or before March 31, 2026.
2. On April 29, 2026, the Tenant made a motion to void order LTB-L-089890-25, pursuant to section 74(11) of the Act. The Tenant had claimed to have paid \$2,976.00 as of April 28, 2026: \$1,824.00 as of March 31, 2026 to the Landlord via a money order; and \$1,152.00 paid in trust to the LTB on April 28, 2026.

3. At approximately 10:10am on April 29, 2026, the Tenant's motion to void was received. As of 11:37am on April 29, 2026, the LTB had referred the Tenant's motion to a hearing, thus staying the order to evict, rendering it unenforceable until a determination could be made whether the order was voided pursuant to section 74(11) of the Act.
4. The Board did not communicate that the stay had been granted to the parties, including the Court Enforcement Office, until 1:21pm on April 29, 2026. However, the Court Enforcement Office had enforced the order as of 1:00pm on April 29, 2026.
5. On April 30, 2026, the Tenant indicated to the LTB that they had been displaced as a result of the enforcement of the order. The LTB issued order LTB-L-089890-25-IN on April 30, 2026, preserving the rental unit, and having the matter heard on an expedited basis.

#### Merits of the Motion

6. The parties agreed that two payments had been made to the Landlord after the issuance of LTB-L-089890-25, and March 31, 2026. \$549.00 was received February 10, 2026, and \$549.00 was received March 9, 2026. No explanation was provided why these two payments were not declared on the motion to void.
7. The Tenant provided testimony that the \$1,824.00 being paid to the Landlord via money order on March 31, 2026, was put inside the Landlord's mailbox at around 11pm on March 31, 2026. If this payment is considered paid as of March 31, 2026, then the Tenant will have paid \$2,922.00, which is enough to have voided this order pursuant to section 74(6) of the Act, and not section 74(11) of the Act.
8. Although there is little immediate difference between the two, there may be an issue in the future, since, pursuant to section 74(12) of the Act, a tenant may only make a motion to void pursuant to section 74(11) once throughout the totality of the tenancy, whereas, there is no such limitation on a motion to void pursuant to section 74(6) of the Act.
9. The Landlord testified that the payment should not be considered for March 31, 2026, but for April 1, 2026, since the office was closed as of 11pm, and that the Landlord does not permit rent payments outside of office hours (until 5pm).
10. Section 74(4) of the Act states:

(4) An eviction order referred to in subsection (3) **is void if the tenant pays to the landlord or to the Board, before the order becomes enforceable,**

(a) the amount of rent that is in arrears under the tenancy agreement;

(b) the amount of additional rent that would have been due under the tenancy agreement as at the date of payment by the tenant had notice of termination not been given;

(c) the amount of NSF cheque charges charged by financial institutions to the landlord in respect of cheques tendered to the landlord by or on behalf of the tenant, as allowed by the Board in an application by the landlord under section 87;

(d) the amount of administration charges payable by the tenant for the NSF cheques, as allowed by the Board in an application by the landlord under section 87; and

(e) the costs ordered by the Board.

11. The Act states it is when the Tenant submits the payment to the Landlord that is the deemed moment of payment, not when the Landlord processes the payment.
12. Based on the evidence before me, I am satisfied that the \$1,824.00 was paid March 31, 2026.
13. The Tenant's total payment to the Landlord is at least \$2,382.00, the amount required to void order LTB-L-089890-25 if the payment was to be made on or before March 31, 2026.
14. Since the order was voided as of March 31, 2026, the payment of \$1,152.00 made into the LTB on April 28, 2026, is deemed to be more than the amount required to void the order. Pursuant to Rule 20.2 of the LTB- Rules of Procedure, the LTB is directed to pay this amount back to the Tenant.

#### Post-Determination

15. At the hearing, when this determination was made orally, the Landlord stated that they would refuse to permit the Tenant to reoccupy the rental unit due to safety concerns about the Tenant's behaviour. However, the application before me is based on rent arrears, and not behaviour. Since the issue of the Tenant's behaviour is not before me, it is not relevant to the determination that the Tenant has the right to occupy the rental unit since they have voided the order as of March 31, 2026.
16. The Landlord is instructed by order of the LTB to restore possession of the rental unit back to the Tenant immediately. Failing to do so, the Tenant shall be allowed to use this order to apply to the Court Enforcement Office to restore possession of the rental unit back to the Tenant on an expedited basis. The Landlord may be liable for any costs incurred by the Tennat as a result.

#### It is ordered that:

1. The motion to void order LTB-L-089890-25 is granted.
2. Order LTB-L-089890-25 is void and cannot be enforced by the Landlord.
3. The Landlord shall immediately allow the Tenant to recover possession of the rental unit and provide the Tenant with keys to the doors of the rental unit and the residential complex.

4. If the Landlord does not allow the Tenant to recover possession of the unit, the Tenant may file this order with the Court Enforcement Office (Sheriff) so that the order may be enforced.
5. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give possession of the unit to the Tenant on an expedited basis.
6. The amount of \$1,152.00 paid into the LTB by the Tenant shall be paid out to the Tenant.

**May 7, 2026**  
**Date Issued**

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**Robert Brown**  
Vice Chair, 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.

When the LTB directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party(ies) named in this order. The cheque will be in the amount directed plus any interest accrued up to the date of this order.