



**Order under Section 74(14)
Residential Tenancies Act, 2006**

File Number: LTB-L-082117-25-VO

In the matter of: 1208, 225 VAN HORNE AVE
NORTH YORK ON M2J2T9

Between: Homestead Land Holdings Limited Landlord

And

Rumana Afzal Tenants
Sushmita Varsha Medipalli

Rumana Afzal and Sushmita Varsha Medipalli (the 'Tenants') filed a motion to set aside order LTB-L-082117-25 because, before the eviction order was enforced, the Tenant paid the amount required under subsection 74(11) of the *Residential Tenancies Act, 2006* (the 'Act') to void the order.

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

The Landlord's Legal Representative, A. Searles, the Landlord's Agent, G. Bezoborodova, and the Tenants, Rumana Afzal (RA) and Sushmita Varsha Medipalli (VM), attended the hearing.

Determinations:

1. The Tenants have not previously made a motion under subsection 74(11) of the Act to set aside an eviction order during this tenancy.
2. On March 30, 2026, RA filed this motion and completed a declaration that \$12,337.78 had been paid to the Landlord on that date.
3. At the hearing, RA testified that her e-transfer to the Landlord for this amount was returned by her financial institution as there was an issue with the bank account number. RA also testified that she then paid an amount of \$12,987.46 to the Landlord on April 30, 2026.
4. VM testified that she moved out of the rental unit on February 16, 2026 and provided the Landlord with a N15 Notice of termination. She also testified that the payments sent to the Landlord on April 30, 2026 came from her bank account but that she did not make those payments so she launched an investigation with her financial institution and advised the Landlord via email of this occurrence.
5. The Landlord's Agent confirmed that three payments, \$448.05, \$1,500.00 and \$1,510.00 were received on April 30, 2026 however two of those payments has since been returned

as non-sufficient funds by that financial institution. The Landlord's Agent confirmed that there were further payments received as of May 1, 2026, but he suspects given VM's testimony that they will be returned as well.

6. Subsection 74(11) of the Act provides:

A tenant may make a motion to the Board, on notice to the landlord, to set aside an eviction order referred to in subsection (3) if, after the order becomes enforceable but before it is executed, the tenant pays an amount to the landlord or to the Board and files an affidavit sworn by the tenant stating that the amount, together with any amounts previously paid to the landlord or to the Board, is at least the sum of the following amounts:

1. The amount of rent that is in arrears under the tenancy agreement.
 2. 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.
 3. 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.
 4. 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.
 5. The costs ordered by the Board.
7. Based on the evidence before me, I was not satisfied that the Tenants paid at least the amount required under subsection 74(11) to void the eviction order. Although RA declared in this motion that she made a payment \$12,337.78 on March 30, 2026, at this hearing she admitted that this payment did not go through to the Landlord. Therefore, this motion must be dismissed.

It is ordered that:

1. Order LTB-L-082117-25 issued January 8, 2026 remains in full force and effect.

May 14, 2026
Date Issued

Lisa Del Vecchio
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.

Notes:

- The Tenants cannot make another motion under subsection 74(11) of the Act to set aside an eviction order during the period of the Tenant's tenancy agreement with the Landlord.