



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

Citation: Khushdil v Richard, 2026 ONLTB 37887

Date: 2026-05-14

File Number: LTB-L-008768-26-SA

In the matter of: 55, 88 DECORSO DR
GUELPH ON N1L0A1

Between: Manpreet Khushdil
Arvinder Khushdil
Rajinder Khushdil Landlords

And

Frank Richard
Taylor Carter Tenants

Manpreet Khushdil, Arvinder Khushdil and Rajinder Khushdil (the 'Landlords') applied for an order to terminate the tenancy and evict Frank Richard and Taylor Carter (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Tenants did not meet a condition specified in the order issued by the LTB on October 23, 2025 with respect to application LTB-L-071358-25.

The Landlord's application was resolved by order LTB-L-008768-26, issued on February 3, 2026. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-008768-26.

This motion was heard by videoconference on April 14, 2026.

The Landlord's legal representative Samanveer Sidhu, the Landlords Manpreet Khushdil and Rajinder Khushdil, and the Tenant Taylor Carter attended the hearing.

Determinations:

There was a breach of the previous order

1. The Tenants failed to meet a condition specified in the order issued by the LTB on October 23, 2025, with respect to application LTB-L-071358-25.

2. The Tenant Taylor Carter acknowledged that they failed to pay the rent due on January 1, 2026, and further, failed to pay arrears payments of \$1,300.00 due on January 4, 2026, and January 18, 2026.
3. The Landlord submits that the Tenant paid two separate payments totaling \$1,700.00 in January 2026. The order requires a total of \$5,600.00 to be paid during the month of January.

The Surrounding Circumstances

4. The Tenant testified that she had a “financial burden” that she conveyed to the Landlord to explain that her payments required by order LTB-L-071358-25 would be late.
5. The Tenant’s evidence is that they experienced a loss in their family, and an anticipated insurance payment was never paid. The Tenant advised the Landlord that they “cannot financially do this” but made assurances to the Landlord that they would be eventually be paid.
6. The Tenant further testified that she suffered a miscarriage in March and arrived home from the hospital on March 10, 2026. The Tenant recounted that following her release from the hospital she filed this motion to set aside the order, and a stay was imposed on order LTB-L-071358-25.
7. The Tenant gave evidence that despite the stay of the order, two sheriffs attended at the rental unit on March 12 and despite being shown the stay of eviction, the sheriffs proceeded with the eviction stating, “there’s nothing I can do”.
8. At this point in the hearing, the Tenant requested an adjournment to provide evidence in support of her position. The Tenant made submissions that they would like to provide proof of her communications advising the Landlord that she “wanted out”, financial information, and proof of employment.
9. The adjournment request was denied because it is the Tenant’s motion and even though there may have been intervening circumstances, the Tenant would have been able to obtain or would already possess the information she intended to submit.
10. The Tenant requested an order that she be put back into possession and be permitted to remove her belongings from the rental unit. At the hearing, the Tenant acknowledged that the Landlord had contacted her on two separate occasions after the eviction to provide her with an opportunity to retrieve her belongings. The Tenant declined the Landlord’s offers because the dates offered were inconvenient.

Analysis

11. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-008768-26.
12. I say this because, but for the possibility that an eviction was improperly carried out despite a stay of the order, the motion would be denied in any event. The Tenant’s testimony is that she could not financially afford the payments, and she did not dispute breaching three separate payments required by the order.

13. The LTB's records indicate that the Tenant filed their set aside motion on March 12, 2026 (the same date as the eviction), and was still corresponding with the LTB about how to file their motion at 10:58 a.m. The stay of the order was not issued until shortly before 1:00 p.m., with the sheriff's office being sent an e-mail notifying them of the stay at 12:57 p.m.
14. I do not find that the Tenant has proven, on a balance of probabilities, that the eviction was improperly carried out, nor that the order had been stayed at the time of her eviction. This issue has been considered in the context of the statutory requirement in section 78(11)(b) having "regard to all of the circumstances" but does not form the basis for the denial of the motion.
15. The Tenant's motion is denied on the basis of her breaches of the previous order, and her testimony that she could not afford the ongoing rent or payments. The arrears are not insignificant and to order the Tenant back into possession after testifying she cannot afford the payments pursuant to the order would be unduly prejudicial to the Landlord.

The stay is lifted on May 31, 2026

16. The Landlord's evidence is that they have not re-rented the unit due to the stay imposed. Given the circumstances, and if the Landlord has not re-rented the rental unit the stay is lifted May 31, 2026.
17. The stay of order LTB-L-008768-26 is lifted on May 31, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-008768-26, issued on February 3, 2026, is denied.
2. The stay of order LTB-L-008768-26 is lifted on May 31, 2026.
3. Order LTB-L-008768-26 is unchanged.

May 14, 2026
Date Issued

Kyle McGraw
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.