



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

**File Number:** LTB-L-023658-26-SA

**In the matter of:** 1504, 5 KINGS CROSS RD  
BRAMPTON ON L6T3X6

**Between:** CAPREIT LIMITED PARTNERSHIP Landlord

**And**

JEREMY STEPHENSON Tenants  
SHEAMAR JEROME STEPHENSON

CAPREIT LIMITED PARTNERSHIP (the 'Landlord') applied for an order to terminate the tenancy and evict JEREMY STEPHENSON and SHEAMAR JEROME STEPHENSON (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 January 29, 2026 with respect to application LTB-L-091195-25.

The Landlord's application was resolved by order LTB-L-023658-26, issued on March 23, 2026. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-023658-26.

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

The Landlord's Legal Representative, J. Paine, and one of the Tenants, Sheamar Stephenson (SS), 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 January 29, 2026 with respect to application LTB-L-091195-25. There was no dispute that the Tenants failed to pay the lawful rent for March 2026 on or before March 1, 2026 and an arrears payment of \$3,155.60 on or before March 15, 2026.

The surrounding circumstances

2. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-023658-26.
3. SS acknowledged that he missed the payments but stated that he had an accident at work sometime in March 2026 which prevented him from completing the project. He also stated that an inspection delayed this project as well. However, he stated that he has recently returned to work and the project should be completed this month and once he receives payment he plans to pay the full amount owing and June's rent by June 1, 2026.
4. SS also stated that he has lived in the rental unit for over 10 years and that his brother is the other tenant on the lease, but that his brother works on and off. He further stated that they will need time to vacate the unit if they have to move.
5. The Landlord's Legal Representative requested that the motion be denied and the stay lifted immediately. He submitted that this payment plan was made in January 2026 and that the Landlord has not received any payments from the Tenants since October 2025 as such the rent arrears to May 31, 2026 are significant at \$12,695.80. He also submitted that this is the Landlord's fifth attendance before the LTB to collect rent arrears since 2023. He further submitted that the Tenants have not demonstrated any good faith as no payments have been made to warrant another payment plan.
6. The Tenants have not made any payments to the Landlord since the payment plan order was issued in January 2026. SS asserted that he had an accident in March 2026, but that does not explain why no payments were made in February 2026 or why the March rent due March 1, 2026 was not paid, as these due dates were before his accident. The rent arrears owing are substantial at \$12,695.80, and the Tenants have not demonstrated that they can pay the arrears or even any accruing rent.

The stay is lifted on May 31, 2026

7. The stay of order LTB-L-023658-26 is lifted on May 31, 2026. This is a long term tenancy and the Landlord is holding a last month's rent deposit. Therefore, I find that it would not be unfair to delay the lifting of the stay but only until the end of the month.

**It is ordered that:**

1. The motion to set aside Order LTB-L-023658-26, issued on March 23, 2026, is denied.
2. The stay of order LTB-L-023658-26 is lifted on May 31, 2026.
3. Order LTB-L-023658-26 is unchanged.

**May 14, 2026**  
**Date Issued**

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Lisa Del Vecchio  
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.