



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

Citation: Basran-Sons Inc. v Coxen, 2026 ONLTB 23458

Date: 2026-05-19

File Number: LTB-L-023674-26-SA

In the matter of: 1, 32 Ontario Street
Stratford ON N5G3G8

Between: Basran-Sons Inc. Landlord

And

David Coxen Tenant

Basran-Sons Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict David Coxen (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant did not meet a condition specified in the order issued by the LTB on June 11, 2025 with respect to application LTB-L-027466-24.

The Landlord's application was resolved by order LTB-L-023674-26, issued on March 20, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-023674-26.

This motion was heard by videoconference on May 11, 2026.

The Landlord's agent Gangandip Randhawa, the Tenant's representative Aron Van de Kleut and the Tenant attended the hearing.

Determinations:

The Breach

1. It is not disputed that the Tenant failed to meet a condition specified in the order issued by the LTB on June 11, 2025 with respect to application LTB-L-027466-24. The Tenant failed to pay the \$150.00 arrears payment and the monthly rent on March 1, 2026.

The surrounding circumstances

2. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-023674-26.

3. It was not reasonably foreseeable that the Landlord's bank would refuse to accept a cash payment into the Landlord's account on March 2, 2026. The Tenant had planned on this cash payment believing it would be accepted as all others had previously been. He also went to the bank on March 2, 2026 because the Landlord had previously acquiesced to late payments when the last day of the month falls on a Saturday. This is because the Landlord's bank is not open on a Saturday in the Tenant's city.
4. I accept the Tenant's submission that this is why he did not pursue alternate payment methods before February 29, 2026. I also accept the Tenant has only recently become a user of technical devices and internet services and has not learned about internet banking. I also accept the Tennat's submissions that he was ill in February, however, the Tenant's evidence is that this is a chronic illness ongoing for many months or years and that he was aware of this when he entered into the conditional order.
5. The Tenant remedied the lack of payment by ordering and delivering several months of post-dated cheques to the Landlord on April 2, 2026, and paid cash for the arrears outstanding to that date. I have considered this is a small Landlord, however, the Landlord provided no evidence to suggest that it would be unfair, now that the Tenant's rent payments have been secured, to set aside the eviction order.
6. I find therefore that it would not be unfair to the Landlord in the circumstances to set aside the eviction.

It is ordered that:

1. The motion to set aside Order LTB-L-023674-26, issued on March 20, 2026, is granted.
2. Order LTB-L-023674-26, issued on March 20, 2026, is set aside and cannot be enforced.
3. The previous order issued on June 11, 2025 with respect to LTB-L-027466-24 is re-instated.

May 19, 2026
Date Issued

Julie Broderick
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.