



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

Citation: CAPREIT LIMITED PARTNERSHIP v DEWDNEY, 2026 ONLTB 24227

Date: 2026-05-19

File Number: LTB-L-024111-26-SA

In the matter of: 1518, 1055 Bloor St
Mississauga On L4y2n5

Between: Capreit Limited Partnership Landlord

And

Courtney Dewdney Tenants
Teresa Peter

Capreit Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Courtney Dewdney and Teresa Peter (the 'Tenants') and for an order to have the Tenant pay the rent they owe because the Tenants did not meet a condition specified in the order issued by the LTB on February 11, 2026 with respect to application LTB-L-100102-25.

The Landlord's application was resolved by order LTB-L-024111-26, 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-024111-26.

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

The Landlord's representative Eshita Mongia and the Tenant Courtney Dewdney on behalf of both Tenants attended the hearing.

Determinations:

The Breach

1. It is not disputed that the Tenants failed to meet a condition specified in the order issued by the LTB on February 11, 2026 with respect to application LTB-L-100102-25. The Tenants failed to pay the rent on or before March 1, 2026.

The surrounding circumstances

2. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-024111-26.
3. The Tenant, Courtney Dewdney ('CD'), testified that one of his businesses has been doing poorly. He has been operating a seasonal business since 2019. A customer did not pay him as he expected. The Tenant CD submits it was unforeseeable that he would not have the money to pay the rent on March 1, 2026, however, I find the Tenant CD knew when he entered into the consent agreement that his business was seasonal, that his income fluctuates drastically and that sometimes his customers do not pay.
4. Even if I accept that the breach itself was reasonably not foreseeable which I do not, I note the Tenants continued to not pay the rent. The Tenants failed to pay rent or arrears payment in either April or May, despite having some income in March and April.
5. Based on the financial information provided by the Tenant CD, it appears he has a significant monthly deficit currently. Over an entire year the Tenant earns sufficient income to afford his expenses on a monthly basis and his pay market rent. However, the Tenant CD, agreed he doesn't budget and does prepare or plan for the seasonal income loss, nor does he 'look at it that way'. He testified he also supports his mother in her retirement home and helps his son who is struggling financially. While the Tenant CD's desire to help his family is admirable, they have prioritized other expenses over the monthly rent.
6. CD's partner has not been working for the past 2 months and no evidence was given as to her income, social assistance, employment insurance or otherwise. No evidence of her efforts to find alternate employment was provided.
7. The Tenant CD proposes a payment plan that is more hopeful than realistic given the income he claims to have had, and the amount he believes he will pay himself in May. Although he believes based on previous years that his income will be significant in May, June and July. His income was zero so far this May.
8. The Landlord provided evidence that the arrears have increased significantly. He points out that the Tenants made no good faith payments since the order was breached. The Landlord submits that the unstable and insufficient income of the Landlord makes it unfair and prejudicial to the Landlord to grant the motion.
9. The Tenant CD's submission is that it was his bad judgment and that he entered into the agreement hoping for future income and intending to let the 'LTB ride out'. He agrees he made a mistake thinking it would be okay to just wait for the LTB hearing and hope he "the system would run its course". I find the Tenants' intention is an abuse of the Board's process and unfair to the Landlord. This confirms the Tenants are either unwilling or unable to meet their financial obligations under the Tenancy agreement.
10. For these reasons I am satisfied the tenancy is not financially sustainable, and it would therefore be unfair to set aside the eviction order.

Lifting the Stay

11. As I am denying the tenant's motion, the next issue before is when to lift the stay of the eviction order. In this regard I have considered the Tenants have lived in the rental unit

since March 16, 2016. The Tenant CD lives with his partner who is currently unemployed. He is going into a season where, historically, his finances have been positive and therefore can afford market rent and similar housing.

12. The eviction order was issued on March 23, 2026. This means the Tenants have had 7 weeks to find alternate accommodations. The Tenants have failed to start looking for another place to live however, and therefore, can give no evidence as to whether it would be difficult.
13. I have considered there are two adults living the household who can find employment and contribute to the rent. This suggests to me that with a short additional time, the Landlord and his partner will have sufficient combined income to gather first and last month's rent for a new apartment.
14. The Tenant CD did not give submissions as to how long it would take to find alternate accommodations. The Landlord requests the stay be lifted immediately. I find that a further four weeks to June 16, 2026 not unreasonable in the circumstances, given the length of the Tenancy.

It is ordered that:

1. The motion to set aside Order LTB-L-024111-26, issued on March 23, 2026, is denied.
2. The stay of order LTB-L-024111-26 is lifted June 16, 2026.
3. Order LTB-L-024111-26 is unchanged.

May 19, 2026
Date Issued

Julie Broderick
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.