



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

File Number: LTB-L-026040-26-SA

In the matter of: 404, 333 SIDNEY BELSEY CRES
NORTH YORK ON M6M0A2

Between: Akelius Canada Ltd Landlord

And

DWAYNE WEDDERBURN Tenant

Akelius Canada Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict DWAYNE WEDDERBURN (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on February 10, 2026 with respect to application LTB-L-107193-25.

The Landlord's application was resolved by order LTB-L-026040-26, issued on March 30, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-026040-26.

This motion was heard by videoconference on May 12, 2026.

The Landlord's Legal Representative Emily Barbati and the Tenant Dwayne Wedderburn attended the hearing.

Determinations:

There was a breach of the previous order

1. The Tenant failed to meet a condition specified in the order issued by the LTB on February 10, 2026, with respect to application LTB-L-107193-25.

The surrounding circumstances

2. The Tenant disputed the alleged breach and testified that he paid the March 1, 2026 rent by online banking on February 27, 2026. The Tenant filed proof of that payment. The parties agreed that the payment was initiated by the Tenant on Friday, February 27, 2026, that the rent was due on Sunday, March 1, 2026, and that the Landlord received or posted the payment on Monday, March 2, 2026. The Landlord submitted that the payment was not received until March 2, 2026 and that, because the Tenant was still in arrears at the time, it was not clear whether the payment should be treated as payment of the March 2026 lawful rent or as a payment toward older arrears.
3. In the circumstances of this case, I am satisfied that the Tenant took reasonable steps to pay the lawful monthly rent before it became due by initiating the payment through online banking on February 27, 2026. In my view, the fact that the payment was not received by the Landlord until the next business day after the March 1, 2026 due date arose from ordinary banking processing and the fact that the due date fell on a Sunday. I also note the ambiguity identified by the Landlord as to whether the payment should be applied to ongoing lawful rent or to existing arrears. In my view, these surrounding circumstances are such that the tenancy should not be terminated on the basis of this breach.
4. Therefor, after considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-026040-26.

It is ordered that:

1. The motion to set aside Order LTB-L-026040-26, issued on March 30, 2026, is granted.
2. Order LTB-L-026040-26, issued on March 30, 2026, is set aside and cannot be enforced.

May 15, 2026
Date Issued

Kyle Anderson
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.