



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

Citation: McGivney Community Homes Inc. v Barrett, 2026 ONLTB 25056

Date: 2026-05-14

File Number: LTB-L-025118-26-SA

In the matter of: 203 WENTWORTH ST N
HAMILTON ON L8L5V6

Between: McGivney Community Homes Inc.

Landlord

And

Jennifer Barrett

Tenant

McGivney Community Homes Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Jennifer Barrett (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 December 8, 2025 with respect to application LTB-L-089021-25-SA.

The history of this matter is long and is as follows:

The original L1 application for non-payment of rent was resolved on consent and payment plan order LTB-L-091762-24 was issued on April 14, 2025

On April 30, 2025, the Landlord filed an application with the Board because the Tenant did not meet a condition specified in order LTB-L-097162-24 issued on April 15, 2025. That application was resolved without a hearing by order LTB-L-035096-25 issued on May 8, 2025.

On May 26, 2025, the Tenant filed a motion to set aside LTB-L-035096-25 issued on May 8, 2025. The matter was heard by videoconference on July 9, 2025, and resolved on consent by order LTB-L-035096 25-SA, issued on July 16, 2025.

On October 22, 2025, the Landlord filed an application with the Board because the Tenant did not meet a condition specified in the July 16, 2025, order. The Landlord's application was resolved without a hearing by order LTB-L-089021-25, issued on October 31, 2025.

On November 9, 2025, the Tenant filed a motion to set aside order LTB-L-089021-25, issued on October 31, 2025. The Landlord's application was again resolved on consent by order LTB-L-089021-25-SA, issued on December 8, 2025.

As noted above, the Landlord then filed application LTB-L- 025118-26 with the Board because the Tenant did not meet a condition specified in the order issued on December 8, 2025 with respect to application LTB-L-089021-25-SA.

The Landlord's application was resolved without a hearing by order LTB-L-025118-25, issued on May 27, 2026.

On April 1, 2026 the Tenant filed a motion to set aside order LTB-L-025118-26.

This motion was heard by videoconference on May 11, 2026 and May 13, 2026.

The Landlord's agent Ken Ward, Landlord's representative Petar Guzina and the Tenant attended the hearing. The Tenant did not appear in the hearing on May 11, 2026 at the start of the hearing block and the matter was marked as abandoned.

At the end of the block, the Tenant appeared in the hearing room. After contacting the Landlord, who agreed to returned, a hearing was held. The matter was largely completed.

The matter was then adjourned to May 13, 2026 for the Tenant to pay the arrears in full as she indicated she was capable of doing. She agreed to return at 8:30 a.m. in the same hearing room by phone. The time of 8:30 a.m. was impressed on the parties. A notice of hearing was sent to the Tennat as a reminder. On May 13, 2026 the Tenant did not attend the hearing. The matter proceeding in the absence of the Tenant, with only the Landlord's final submissions at 9:05 a.m.

Determinations:

The Breach

1. The Tenant failed to meet a condition specified in the order issued by the LTB on December 8, 2025 with respect to application LTB-L-089021-25-SA. The Tenant did not pay the arrears of \$324.00 on March 15, 2026.

The surrounding circumstances

2. As discussed below, and after considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-025118-26.
3. This is the third set aside motion made by the Tenant. Each application before the Board has been on the consent of the Landlord. The Tenant has been repeatedly before the board in the last 12 months for breaching the orders which all derive from the same L1 application. The Tenant's arrears have fluctuated and are, as of the hearing date on May 11, 2026, \$1,770.00.
4. The Tenant's reason for not paying the arrears amount in March is that she did not realize it was not paid and seemed surprised. Given the Sherriff's order and the Tenant's own motion to set aside, I am not persuaded that the Tenant did not come to realize she hadn't made the payment. I have considered that the Tennat has paid all arrears and rent since the one month oversight and was prepared to give her the time to pay.

5. The Landlord submits that they will again agree to the motion, if the Tenant pays the arrears all at once and finally resolves this application. I find that request not to be unfair, in part because the Tenant quickly agreed in the hearing that she not only has the ability to pay the \$1,770.00 but can do so immediately.
6. The matter was adjourned for two days for the Tenant to make the payment before Wednesday May 13, 2026 and to hear final submissions.
7. The Landlord confirmed on May 13, 2026 that the Tenant had no paid any of the arrears, even the small amount she failed to pay on March 15, 2025.
8. The Tenant has had the benefit of repeated consent orders and set aside motions in this case. She has failed to organize her finances sufficiently to ensure the rent and arrears are paid. This suggests to me she is unable or unwilling to do so.
9. I have considered, however, that she also has a damage order LTB-L-068919-25 in the amount of \$500.00 that she must pay, which she is not in breach of, which is why the Tenant was given the final opportunity to satisfy all the arrears in the circumstances.
10. The Landlord provided evidence that they are a community housing provider, and as with all affordable housing, there are wait-lists for these units. She lives alone in this three bedroom townhome.
11. Based on the Tenant's lack of payment and attendance at her motion as well as the reasons above, I find that it would be unfair to set aside the eviction order.

Lifting the stay.

12. Having determined that it would be unfair to set aside the eviction order, I must now consider when the stay should be lifted.
13. I have considered that this is a three bedroom town home, and the Tenant lives there alone, although the Landlord testified the Tenant is known to bring various occupants through, which have resulted in incidents where police have been called often.
14. The Tenant pays the subsidized market rent. Her income is ODSP. I received no submissions as to her disability or the impact of it on her ability to move.
15. I've considered that while it may be a challenge for the Tenant to find another three bedroom rental unit at the rate she is paying in 3 weeks, she would have improved opportunity with a one bedroom or studio, and therefore I find there is less obstacle to her finding a new accommodation.
16. The order for the eviction was issued on March 27, 2026. This means the Tenant has had almost 8 weeks to look for another place to live. The Landlord submits there would be no prejudice with respect to rent payments, if eviction was delayed until the end of May, and I tend to agree.
17. I find it would not be unfair that the stay be lifted on May 31, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-025118-26, issued on March 27, 2026, is denied.
2. The stay of order LTB-L-025118-26 is lifted May 31, 2026.

May 14, 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.