



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

**Citation:** Main Street East Ltd. v Bennett, 2026 ONLTB 40906

**Date:** 2026-05-26

**File Number:** LTB-L-016454-26-SA

**In the matter of:** 205, 1160 MAIN ST E  
HAMILTON ON L8M0A4

**Between:** Main Street East Ltd.

Landlord

**And**

Eliana Bennett

Tenant

Main Street East Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Eliana Bennett (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 mediated settlement signed by the parties on February 5, 2026 with respect to application LTB-L-005897-26.

The Landlord's application was resolved by order LTB-L-016454-26, issued on March 2, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-016454-26.

This motion was heard by videoconference on April 13, 2026.

The Landlord, the Landlord's Legal Representative Savan Chandaria and the Tenant attended the hearing.

### **Determinations:**

1. The Tenant agreed that she breached the mediated settlement from February 5, 2026, and testified that she had lost 2 of 3 jobs at the beginning of 2026. The Tenant testified that she now has three incomes once again and is willing to pay the lawful monthly rent plus an additional \$500.00 per month to clear the arrears. The Tenant also testified that she would pay the Landlord \$500.00 by the end of the week.
2. Having considered the evidence, I am satisfied on a balance of probabilities that the Tenant failed to meet a condition specified in the mediated settlement signed by the parties on February 5, 2026, with respect to application LTB-L-005897-26.

3. The Landlord testified that the arrears to April 30, 2026, was \$6,586.00 and that the last payment the Tenant made to the Landlord was on December 19, 2025. The tenancy commenced as of November 1, 2025.
4. The Tenant has only paid rent for 2 out of the 6 months of the tenancy as of the date of the hearing. As well, despite having lost two of her jobs in January of 2026, she still agreed to the payment plan that was issued on February 5, 2026. In my view, it seemed the Tenant had never intended to follow the payment agreement and had been simply buying herself time until her income picked up. That said, despite apparently being back to work the Tenant still had not made any payments to the Landlord as of the date of the hearing.
5. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-016454-26. I don't believe the Tenant is able to afford the unit with income this inconsistent and due to the fact that the tenancy has been in default 4 out of 6 months, the lifting of the stay will be ordered immediately.
6. The stay of order LTB-L-016454-26 is lifted immediately.

**It is ordered that:**

1. The motion to set aside Order LTB-L-016454-26, issued on February 5, 2026, is denied.
2. The stay of order LTB-L-016454-26 is lifted immediately.
3. Order LTB-L-016454-26 is unchanged.

**May 26, 2026**  
**Date Issued**

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Jagger Benham  
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.