



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

File Number: LTB-L-031581-26-SA

In the matter of: Upper Unit, 11 WHEATFIELD CRES
KITCHENER ON N2P1P7

Between: Jobin Joseph
Roswin Mary Mathew
Landlords

And

Dan Webers
Wanda Whalen
Tenants

Jobin Joseph and Roswin Mary Mathew (the 'Landlords') applied for an order to terminate the tenancy and evict Dan Webers (DW) and Wanda Whalen (WW) (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Tenants did not meet a condition specified in the order issued by the LTB on November 25, 2025 with respect to application LTB-L-076344-25.

The Landlords' application was resolved by order LTB-L-031581-26, issued on April 14, 2026. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-031581-26.

This motion was heard by videoconference on May 25, 2026.

The Landlord, Jobin Joseph, the Landlords' Legal Representative, Ajmer Mandur, and the Tenants attended the hearing.

Determinations:

1. The Tenants failed to meet a condition specified in the order issued by the LTB on November 25, 2025 with respect to application LTB-L-076344-25. Specifically, the Tenants failed to pay their April 2026 rent on time when it became due on April 1, 2026.
2. The original order (LTB-L-076344-25) requires the Tenants to pay an arrears amount on the 20th of the month, for the period December 20, 2025 to January 20, 2027. It also requires the Tenants to pay their monthly rent on time and in full when it becomes due on the 1st of the month for the period December 1, 2025 to January 1, 2027, or until the arrears are paid in full, whichever date is earliest.

3. The uncontested evidence at the hearing showed that the Tenants paid their April 2026 rent on April 2, 2026 at 2:52 a.m.
4. The Tenants testified that they made their April 2026 rent payment, via e-transfer, at approximately 10:30 p.m. on April 1, 2026.
5. Tenant DW stated that he woke up in the early morning of April 2, 2025 to confirm that the payment had gone through. When he realized that it had not been processed, he re-sent the payment immediately. DW indicated that this late payment was due to a computer glitch or a bank error and that there was no intent by the Tenants to breach the order.
6. The Landlord argues that the tenancy should be terminated, indicating that late payments by the Tenants seriously affect his ability to pay his own bills, including the mortgage on the rental property.
7. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-031581-26. The breach in question was of a matter of hours in length and the Tenants' explanation of a computer glitch/bank error is reasonable.

It is ordered that:

1. The motion to set aside Order LTB-L-031581-26, issued on April 14, 2026, is granted.
2. Order LTB-L-031581-26, issued on April 14, 2026, is set aside and cannot be enforced.
3. The previous order issued on November 25, 2025 with respect to LTB-L-076344-25 remains in full force and effect.

June 8, 2026
Date Issued

Curtis Smith
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.