



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

Citation: Aurelio v Hosten, 2026 ONLTB 45511

Date: 2026-06-09

File Number: LTB-L-029903-26-SA

In the matter of: BSMT, 8 LAWRENCE CRES
BRAMPTON ON L6W2P3

Between: Colin Aurelio
John Aurelio
Michael Aurelio

Landlord

And

Marlyn Hosten

Tenant

When the capitalized word “Landlord” is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word “Tenant” is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Colin Aurelio, John Aurelio and Michael Aurelio (the 'Landlord') applied for an order to terminate the tenancy and evict Marlyn Hosten (the 'Tenant') and for an order to have the Tenant pay compensation for damage they owe because the Tenant did not meet a condition specified in the order issued by the LTB on February 27, 2026 with respect to application LTB-L-000500-26.

The Landlord's application was resolved by order LTB-L-029903-26, issued on April 13, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-029903-26.

This motion was heard by videoconference on June 1, 2026. The first named Landlord Colin Aurelio and the Tenant attended the hearing.

Determinations:

1. There is no dispute that the Tenant failed to meet a condition specified in the order issued by the LTB on February 27, 2026 with respect to application LTB-L-000500-26.
2. As per the motion to set aside the ex-parte order LTB-L-029903-26 of April 13, 2026, the Tenant submitted that the breach was caused by circumstances beyond her control in connection to car issues and inability to work.

3. Since the Tenant's filing of the motion to set aside on April 21, 2026, the Tenant and the Landlords have agreed to end the tenancy by signing of the N11 form, an *Agreement to End Tenancy* with the termination date of June 29, 2026.
4. The Tenant said that she has every intention of paying the Landlords any rental arrears, and hopes to do so before she moves out of the rental unit.
5. The Tenant submitted that she has a 15-year-old daughter who will be finishing the school year at the end of June 2026. That while they do not have immediate plans nor have secured any alternative housing, they seek the Board's consideration of delay from eviction to June 29, 2026, the date as agreed to between the parties to secure another residence.
6. The Landlord submitted that given the breach of the prior order and the current circumstances that the Board lift the stay of the ex-parte order immediately.
7. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-029903-26. Here, the Tenant stated that she is not seeking a preservation of tenancy because monetarily this is not possible.

Lifting of the Stay

8. The stay of order LTB-L-029903-26 is lifted on June 29, 2026.
9. I find that it would not be unfair to postpone the lifting of the stay of the order after considering the circumstances of the parties. Specifically, that the Tenant has limited means and has yet to secure alternative housing. I find that this is a reasonable amount of time for the Tenant particularly since the ex-parte order was issued on April 13, 2026 and to permit her daughter to finish the school year. I find that although the Tenant owes the Landlords arrears, there is greater prejudice to the Tenant as she must seek alternative housing for her and her daughter.

It is ordered that:

1. The motion to set aside Order LTB-L-029903-26, issued on April 13, 2026, is denied.
2. The stay of order LTB-L-029903-26 is lifted on June 29, 2026.
3. Order LTB-L-029903-26 is unchanged.

June 9, 2026
Date Issued

Alicia Johnson
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.