



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

File Number: LTB-L-035654-26-SA

In the matter of: 1222, 500 MURRAY ROSS PKY
TORONTO ON M3J2Z3

Between: CAPREIT LIMITED PARTNERSHIP Landlord

And

EVERTON MORRIS Tenant

CAPREIT LIMITED PARTNERSHIP (the 'Landlord') applied for an order to terminate the tenancy and evict EVERTON MORRIS (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 January 8, 2026 with respect to application LTB-L-086528-25.

The Landlord's application was resolved by order LTB-L-035654-26, issued on April 28, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-035654-26.

This motion was heard by videoconference on June 15, 2026.

The Landlord's Legal Representative, R. Nair, and the Tenant's Agent, Kadia Palmer, attended the hearing. The Tenant's Agent consulted with Tenant Duty Counsel prior to 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 January 8, 2026 with respect to application LTB-L-086528-25. The Tenant's Agent acknowledged that the payment of \$500.00 for rent arrears on March 26, 2026 and the rent for April on or before April 1, 2026 were not made on time.

The surrounding circumstances

2. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-035654-26 and grant the Tenant one final opportunity to void the eviction by full payment of the rent arrears owing.

3. The Tenant's Agent stated that she resides in the rental unit with her two kids since 2016 and was only late with the payments as she has made them up since that time. She stated that she fell behind due to other expenses such as her car breaking down and helping her mother who lost her house due to the hurricane in Jamaica. She also stated she is receiving EI but will return to work in July or August after her grievance is resolved. She further stated that she only owes a partial amount for June's rent which will be paid tomorrow and can pay most of the balance of the arrears owing by the end of the month and any remaining balance (she believes approximately \$1,000.00) would be paid within sixty (60) days.
4. She also stated that her finances are changing besides returning to work next month, she will have the ability to work extra, and her son is home from university for the summer and is working part-time, so he will assist with the utility bills and she does not have extra expenses with him attending university during the summer. She further stated that she has lived in the building for fifteen years, understands that the rent is due on the 1st day of each month and is just requesting some leniency for her and her two children to keep the roof over their heads.
5. The Landlord's Legal Representative submitted that the Tenant has continued to pay the rent late every month as per the statement of account submitted into evidence (DOC-8056605). She confirmed that since the statement of account was issued the Tenant has paid an additional \$1,820.00 over three payments. She also confirmed that the balance owing to June 30, 2026 is \$3,827.39. She also submitted that the Tenant's late payments and failure to make the arrears payments are prejudicial to the Landlord. She requested that the motion be denied and the stay lifted.
6. Based on the evidence and submissions before me, I was satisfied that the Tenant has continued to make payments towards the accruing rent and the arrears although those payments were not made in accordance with the payment terms of the prior order. The Landlord's statement of account confirmed that the rent arrears owing are decreasing. Given this, and that this is a lengthy tenancy, approximately ten years, I find that it would not be unfair to give the Tenant an opportunity to pay off the rent arrears in full to void an eviction.
7. The Tenant's Agent has stated that she has recently paid \$500.00 to the Landlord, which could not be verified today by the Landlord, and can make a substantial payment tomorrow and another payment by the end of the month, while ensuring the July's rent is paid on time. Therefore, I was satisfied that if the Tenant makes all of these payments by June 30, 2026, they will have cleared all rent arrears owing before July 2026 rent comes due. Consequently, having regard to all the circumstances, I find that it would not be unfair to grant the motion and provide the Tenant one final opportunity to pay the rent arrears in full.

It is ordered that:

1. The motion to set aside Order LTB-L-035654-26, issued on April 28, 2026, is granted.
2. Order LTB-L-035654-26, issued on April 28, 2026, is set aside and cannot be enforced.
3. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.

4. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$5,647.36 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.
5. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after June 30, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
6. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before June 30, 2026.**
7. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,648.51. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
8. The Tenant shall also pay the Landlord compensation of \$65.02 per day for the use of the unit starting June 16, 2026 until the date the Tenant moves out of the unit.
9. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.
10. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
11. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after July 1, 2026.

June 23, 2026
Date Issued

Lisa Del Vecchio
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on January 1, 2027 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	\$22,081.39
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$16,620.03
Total the Tenant must pay to continue the tenancy	\$5,647.36

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$21,079.06
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$16,620.03
Less the amount of the last month's rent deposit	- \$1,977.63
Less the amount of the interest on the last month's rent deposit	- \$18.89
Total amount owing to the Landlord	\$2,648.51
Plus daily compensation owing for each day of occupation starting June 16, 2026	\$65.02 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	