



**Order under Subsection 74(6)
Residential Tenancies Act, 2006**

File Number: LTB-L-006109-26-VO

In the matter of: Unit 2, 345 Syndicate Ave North
Thunder Bay ON P7C3W4

Between: Jeremy Moore Landlord

And

Kierce Brown Tenant

On March 17, 2026 the LTB issued order LTB-L-006109-26 terminating the tenancy and evicting Kierce Brown (the 'Tenant') because the Tenant failed to pay rent that the Tenant owes.

On May 1, 2026 the Tenant filed a motion to void order LTB-L-006109-26 because before the eviction order became enforceable, the Tenant paid Jeremy Moore (the 'Landlord') the amount required to void the order under subsection 74(4) of the *Residential Tenancies Act, 2006* (the 'Act').

On May 4, 2026, the Tenant's motion was referred to a hearing which was held on June 16, 2026 by videoconference.

The Landlord and the Tenant attended. The Landlord was represented by Robert Tindall. The Tenant was represented by Matthew Jollineau.

Determinations:

1. For the reasons that follow, the Tenant's motion to void is granted and the order issued on March 17, 2026 is void.

Motion to Void

2. The Tenant asserts that that the motion filed should be assessed pursuant to section 74(4) of the Act, that the payment of \$302.00 was made on March 17, 2026 and not the 18th due to maintenance on the Tenant's banking application, and submits that the order has been voided by the Tenant.
3. The Landlord submits that the order was clear with respect to what the Tenant was supposed to do: pay the amount in full by March 17, 2026 which the Tenant failed to do and therefore the Tenant did not void the order, the motion should be denied and the stay should be lifted immediately. The Landlord further submits that by setting the enforcement

date to May 1, 2026, the Board tied the Landlord's hands in their ability to proceed to the Court Enforcement Office two months after the payment date.

4. In support of their position, the Landlord has submitted several LTB cases, none of which are binding upon me, and none of which I find helpful in the case before me as they do not speak to the issues relating to a motion to void but rather relate to applications for rent arrears where the lawful monthly rent is an issue, a motion to set aside an ex parte order filed under section 78 of the Act, and four orders relating to combined applications for arrears and late payment of rent.
5. The parties confirmed neither of them filed a review request of the order issued on March 17, 2026 whether to raise a serious error on the Landlord's ability to proceed with the order's enforcement or to raise a serious error on Tenant's ability to void the order.

ANALYSIS

6. The first issue before me is when the \$302.00 payment was made. While the Tenant asserts that she paid it on March 17, 2026, I find the evidence is insufficient to establish this to be the case. I say this because the Tenant's screenshot of the payment showing the transaction date, together with the Landlord's e-transfer details report, confirms the payment was sent and received on March 18, 2026.
7. The Tenant submits that she made the payment on March 17, 2026 but saw a message on her banking app regarding maintenance and that payments would be processed the following day. However, the Tenant did not submit a copy of this alert to the Board in support of her assertion, nor did she communicate with the Landlord to advise of this notice – I find a reasonable tenant, whose tenancy is at jeopardy, would make it a point to either inform the other side that payment has been made by the due date or keep evidence that would explain the delay in the payment - but the Tenant did neither.
8. The next question before me is whether the order is void and relatedly whether this motion should be considered pursuant to section 74(6) or 74(11) of the Act?
9. In reviewing the order issued on March 17, 2026, I note of the following:
 - a) The L1 application was based on a N4 notice of termination for rent arrears; the Tenant raised section 82 claims which were adjudicated at the hearing on February 24, 2026.
 - b) The order was subsequently issued on March 17, 2026 and required the Tenant to pay \$3,302.00 on or before March 17, 2026 (the date it was issued); however, the eviction was delayed to April 30, 2026; the Landlord could file the order with the Court Enforcement Office as early as May 1, 2026;
 - c) The order also permitted the Tenant to file a motion to void after March 17, 2026.
10. Rather obviously, the payment date of March 17, 2026 is an error on the order as the presiding Member intended to delay eviction to April 30, 2026. This is supported in the

order at paragraph 29 under relief from eviction and paragraphs 4, 7, 8 in the it is ordered section.

11. Further, although not articulated in the order, the Tenant had more than one opportunity to void it by paying the following by the outlined dates, pursuant to subsection 74(3) of the Act:

- a) \$1,502.00 by February 28, 2026 (the arrears found to be owed as of the hearing date);
- b) \$3,302.00 by March 31, 2026 (the amount ordered to be paid by March 17, 2026); and
- c) \$5,102.00 by April 30, 2026 (based on the finding that the rent was \$1,800.00).

12. Turning to the Act, specifically subsection 74(4), which states:

(4) An eviction order referred to in subsection (3) is void if the tenant pays to the landlord or to the Board, before the order becomes enforceable,

- (a) the amount of rent that is in arrears under the tenancy agreement;
- (b) the amount of additional rent that would have been due under the tenancy agreement as at the date of payment by the tenant had notice of termination not been given;
- (c) the amount of NSF cheque charges charged by financial institutions to the landlord in respect of cheques tendered to the landlord by or on behalf of the tenant, as allowed by the Board in an application by the landlord under section 87;
- (d) the amount of administration charges payable by the tenant for the NSF cheques, as allowed by the Board in an application by the landlord under section 87; and
- (e) the costs ordered by the Board.

[Emphasis added.]

13. Subsection 74(6) of the Act states:

(6) If, before the eviction order becomes enforceable, the tenant pays the amount due under subsection (4) either in whole to the landlord or in part to the landlord and in part to the Board, the tenant may make a motion to the Board, without notice to the landlord, for an order determining that the tenant has paid the full amount due under subsection (4) and confirming that the eviction order is void under subsection (4).

14. Although the Landlord argues the Member set the deadline to be March 17, 2026, and the Tenant breached this deadline, the Act is specific that the period in question is when the order becomes enforceable, which was May 1, 2026.
15. It was uncontested that when the Tenant made the payment to the Landlord on March 18, 2026, the Tenant did not owe any other rent arrears to the Landlord.
16. It is also uncontested that the Landlord would have been able to proceed with filing the order at the Court Enforcement Office on May 1, 2026 or thereafter- meaning, the order became enforceable on May 1, 2026.
17. In *Idris v. Autenrieth* 2006 ORHTD No. 1 which was also a motion to void filed by the tenant, the affidavit indicated that the required payment was made two days after the voiding date. The Court found that the eviction order was voided.
18. Similarly, I find the motion falls under subsection 74(6) of the Act and that the order has been voided by the Tenant making full payment of the arrears on March 18, 2026.
19. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The motion to void order LTB-L-006109-26 issued on March 17, 2026 is granted.
2. Order LTB-L-006109-26 is void and cannot be enforced by the Landlord.

June 19, 2026
Date Issued

Sonia Anwar-Ali
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.