



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

Citation: Singh v Maloney, 2026 ONLTB 47934

Date: 2026-06-24

File Number: LTB-L-027325-26-SA

In the matter of: 766 FARMSTEAD DR
MILTON ON L9T8N4

Between: Navpreet Singh

Landlord

And

Wayne Maloney
Nicole Clarke

Tenant

The capitalized word "Landlord" and/or "Tenant" refer to all parties identified as each at the top of the order.

Navpreet Singh (the 'Landlord') applied for an order to terminate the tenancy and evict Wayne Maloney and Nicole Clarke (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on November 27, 2025, with respect to application LTB-L-073267-25.

The Landlord's application was resolved by order LTB-L-027325-26, issued on March 3, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-027325-26.

This motion was heard by videoconference on June 1, 2026.

The Landlord's Agent Surya Shakla, the Landlord's Legal Representative Barrett M. Beaudoin, and the Tenant attended the hearing.

Determinations:

Preliminary Issue

1. The Tenant uploaded evidence to the portal on May 25, 2026; the evidence was not served to the Landlord or the Landlord's Legal Representative. The rules require evidence to be served no later than 7-days prior to the hearing date; this is also clearly set out on the Notice of Hearing. Therefore, the Tenant's evidence is excluded.

There was a breach of the previous order

2. The Tenant failed to meet a condition specified in the order issued by the LTB on November 27, 2025, with respect to application LTB-L-073267-25. The order required the Tenant to pay the lawful monthly rent in full and on time for the period November 1, 2025 through October 1, 2026.; the Tenant did not pay the lawful rent of \$2,650.00 in full and on time, on or before March 1, 2026.

The surrounding circumstances

3. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-027325-26.
4. The Tenant Nicole Clarke testified that on February 27, 2026, they called the property manager that the rent for March 1, 2026, was going to be late; they agreed it could be paid by March 20, 2026. On March 19, 2026, the Tenant texted the property manager and advised they were waiting on a cheque; they texted the property manager when they received the cheque on March 27, 2026, and paid right away. Rent for September through December 2025 was all paid, as well as the rent for April through June 2026. The March rent was the one-and-only time they were unable to abide by the pay-on-time requirement. They have lived in the unit since 2016, and have children and grandchildren also living there; the whole family would be severely prejudiced if evicted. The Tenant requested that the set aside motion be granted and the original order be put back in place; the breach was no done purposely, it was a circumstance out of their control. Her husband is a contractor, but now works for a company, therefore, income is stable. As to how the set-aside motion is worded, they were not trying to mislead the Board by omitting that the rent was paid after the agreed upon date. They made the payment in good faith; the cheque was received a few days before but took 5-business days to clear. They included April rent when they made the payment on March 27, 2026.
5. The Landlord's Agent testified the Landlord agreed to give the Tenant until March 20, 2027; this was done via text. The Tenant did not abide by the agreed upon date.
6. The Landlord's Legal Representative submitted the Landlord is entitled to termination of the tenancy because the Tenant clearly breached the order plus the Board was misled by not being informed of all the pertinent details, specifically, that the Tenant paid past the agreed upon date. The set-aside should be denied, however, in fairness to the Tenant the sat could be lifted June 30, 2026, after the school year has ended. If the set-aside is granted, the pay-on-time requirement should be extended another 6-months as a penalty for breaching.
7. The Tenant responded, reiterating that there was no intention to mislead the Board, and they took their responsibility to pay-on-time very seriously. If the set aside is granted, then an extension of 1-month would be fair as this is what they breached.
8. There is no dispute that the Landlord/property manager agreed to extend the payment date for March 2026 to March 20, 2026. There is also no dispute that the Tenant paid March rent on March 27, 2026. The Tenant was given the requested extension but breached this by paying 7-days after the agreed upon date. At issue here is whether the

Tenant should be given another chance pursuant to section 78(11)(b) of the *Residential Tenancies Act, 2006* (the 'Act').

9. This is a long-term tenancy, it began October 1, 2016. Although how the set-aside paperwork was filled out appears to mislead the Board by not indicating that the rent was not paid on the agreed upon extended date, I accept that this was not intentional and not meant to mislead the Board. At the hearing, the Tenant was up-front about the date March rent was paid, and they did not dispute this constituted a breach. Although wrong of the Tenant to assume paying the rent later than the agreed upon date would be fine with the Landlord, this does not deny them the consideration of relief under section 78(11)(b) of the Act.
10. Since the March 2026 breach, the rent has been paid in full and on time for April through June 2026, and prior to the breach it was paid as required by the order. The Landlord did not dispute the Tenant's statement that the rent was also paid on time September and October 2024, prior to the original hearing date. I find these circumstances demonstrate the Tenant's good faith efforts to preserve their tenancy. As to the Tenant suffering a consequence because of the breach, I do not find extending the pay-on-time terms to be necessary; if the Tenant breaches again or fully comply with the order then starts paying late, the Landlord is entitled to raise this as a reason for why no further relief should be afforded to the Tenant.

It is ordered that:

1. The motion to set aside Order LTB-L-027325-26, issued on March 3, 2026, is granted.
2. Order LTB-L-027325-26, issued on , is set aside and cannot be enforced.
3. The previous order LTB-L-073267-25 issued by the Board on November 27, 2025, is put back in place.

June 24, 2026
Date Issued

Diane Wade
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.