



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

File Number: LTB-L-033654-26-SA

In the matter of: 55, 1171 WELLINGTON ST W
OTTAWA ON K1Y2Z2

Between: Morguard Landlord

And

Adem Godin Tenants
Doug Muir

Hazelview Property Services Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Adem Godin and Doug Muir (the 'Tenants') and for an order to have the Tenants pay compensation for damage they owe because the Tenants did not meet a condition specified in the order issued by the LTB on November 28, 2025 with respect to application LTB-L-072910-25.

The Landlord's application was resolved by order LTB-L-033654-26, issued on April 21, 2026. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-033654-26.

This motion was heard by videoconference on June 18, 2026.

The Landlord's Legal Representative Sara Mathew and the Tenant, Doug Muir (the 'Tenant') attended the hearing. The Tenant met with Tenant Duty Counsel prior to the hearing.

Determinations:

Amendment

1. The Landlord's Legal Representative submitted that the Landlord is now Morguard. As such, the Landlord's application was amended to reflect this change.

There was a breach of the previous mediated settlement

2. The Tenant failed to meet a condition specified in the order issued by the LTB on November 28, 2025, with respect to application LTB-L-072910-25. The Tenant agreed that he failed to pay April's rent on April 1, 2026.

The surrounding circumstances

3. The Tenant testified that due to another payment coming out of his bank account on April 1, 2026, the Tenant's account did not have enough funds for the rent payment. The Tenant testified that he was not made aware of this issue until nine days later. The Tenant testified that he has paid the rent on time since April 1st.
4. The Tenant testified that he has been in the unit for 22 years and is 62 years old. He plans on paying an additional month of rent in advance to alleviate any pressure of paying rent late.
5. The Landlord's Legal Representative submitted that April's rent had actually not been received until April 23, 2026, and that June's rent had been paid on the 3rd. The Tenant was also late in January, February and March.
6. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-033654-26.
7. Having considered the length of the tenancy, the Tenants will be given one more chance to comply with the original order or else the Landlord will, once again, apply to evict the Tenants without a hearing.

It is ordered that:

1. The motion to set aside Order LTB-L-033654-26, issued on April 21, 2026, is granted.
2. Order LTB-L-033654-26, issued on April 21, 2026, is set aside and cannot be enforced.

June 23, 2026
Date Issued

Jagger Benham
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.