



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

Citation: Daniels Gateway Rental Communities v Poku-Aidoo, 2026 ONLTB 49463

Date: 2026-06-25

File Number: LTB-L-034628-26-SA

In the matter of: 107, 125 Canon Jackson Dr
York ON M6M0C6

Between: Daniels Gateway Rental Communities Landlord

And

Dominic Poku-Aidoo Tenants
Amelia Arrindell

Daniels Gateway Rental Communities (the 'Landlord') applied for an order to terminate the tenancy and evict Dominic Poku-Aidoo and Amelia Arrindell (the 'Tenants') and for an order to have the Tenant pay the rent they owe because the Tenants did not meet a condition specified in the order issued by the LTB on April 10, 2026 with respect to application LTB-L-015649-26-SA.

The Landlord's application was resolved by order LTB-L-034628-26, issued on April 24, 2026. This order was issued without a hearing being held.

The Tenant Amelia Arrindell filed a motion to set aside order LTB-L-034628-26.

This motion was heard by videoconference on June 17, 2026.

The Landlord's agent Genevieve Chessie, the Landlord's legal representative Marie Galevski, the Tenant Ameila Arrindell, and Ms. Arrindell's legal representative Markus Morgan attended the hearing.

Maria Ayala-Arias signed into the hearing block as a witness for the Landlord but was not called on to give testimony at the hearing.

Determinations:

Preliminary Issue: The Tenant's Evidence Was Not Properly Disclosed

1. At the outset of the hearing, the Landlord's legal representative informed the Board that she received disclosure of Ms. Arrindell's evidence from her legal representative at approximately 7:00 p.m. on the day before the hearing. This was confirmed by the Ms.

Arrindell's legal representative at the hearing, although no explanation of the late disclosure was given.

2. The Landlord's legal representative asked that this evidence be excluded from the hearing record because the Landlord did not have adequate opportunity to review the materials ahead of the hearing.
3. The LTB Rules of Procedure (the 'Rules') specify that documents are to be disclosed at least 7 days prior to a hearing before the Board: Rule 19.
4. While the Rules do authorize Board members to accept evidence not disclosed in accordance to do so, this discretion should only be exercised where the late disclosure does not prejudice the other party. The Landlord's legal representative was clear: because of the late disclosure, she and her client were unable to review the documentation provided before the hearing date. In this situation, the prejudice to the Landlord is clear. Rule 19 exists to ensure that parties are able to assess the evidence being led by the opposing party in preparation for the hearing. The Landlord has been denied this ability by Ms. Arrindell's late disclosure.
5. As such, I did not allow the Tenants to rely on this evidence at the hearing. I informed Ms. Arrindell that I would consider her testimony but none of the documentation that had been provided to the Landlord (and to the Board) the night before the hearing.

There was a breach of the previous order

6. The Tenants failed to meet a condition specified in the order issued by the LTB on April 10, 2026 with respect to application LTB-L-015649-26-SA.
7. Application LTB-L-015649-26-SA was resolved via a consent order issued by another member of the Board. Ms. Arrindell was represented at that proceeding by Mr. Morgan, her representative during the current proceedings.
8. With the benefit of legal advice, Ms. Arrindell gave consent to the issuance of an order requiring her to pay the Landlord \$10,000.00 on or before April 17, 2026.
9. The parties agree that this amount was not paid by the Tenants.

The surrounding circumstances

10. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-034628-26.
11. Ms. Arrindell testified to various circumstances that I have taken into consideration. She testified that she lives in the rental unit with her two children (ages 16 and 7), that she experienced various medical circumstances that affected her ability to work, and that she has recently resumed working full time.
12. Ms. Arrindell testified that she felt comfortable agreeing to the terms of LTB-L-015649-26-SA because she thought she could get a payday loan to make the agreed-to payments.

13. Ms. Arrindell testified to her good faith intentions to comply with payment plans issued by the Board. The evidence does not, however, show such an intention.
14. Per LTB-L-015649-26-SA, the Tenants agreed to pay the Landlord the following amounts between the date of the consent order (April 2, 2026) and the hearing of this motion:
 - \$10,000.00 arrears payment, due on April 17, 2026;
 - \$3,370.00 in new rent, due May 1, 2026;
 - \$590.00 arrears payment, due on May 20, 2026; and
 - \$3,370.00 in new rent, due June 1, 2026.
15. These amounts total \$17,330.00. During the same period, the Tenants only paid the Landlord \$5,010.00.
16. As a result, the total amount of arrears owing as of the hearing date is \$18,820.00. The arrears have actually increased by \$1,730.00 since the previous order on consent.
17. Ms. Arrindell identified several sources of income, some more speculative than others. She cited employment income, the Child Tax Benefit, possible settlement funds from civil litigation, forthcoming student loans, income replacement benefits, and a home business as possible sources of income to pay off the arrears.
18. In my view, prolonging this tenancy by granting the Tenant's motion in the face of this uncertainty would be unfair to the Landlord. While the sources of income are uncertain, the state of the Tenants' arrears is not. The Tenants agreed to make payments to the Landlord to maintain their tenancy and failed to honour the commitment. None of the circumstances testified to by Ms. Arrindell provide sufficient certainty to the Landlord that the arrears will be paid and the rent will be paid on a timely basis each month.
19. This is the second L4 application that the Landlord has filed since the Landlord's initial arrears application was resolved on consent in LTB-L-071115-25 in August 2025. It would be unfair to the Landlord to establish yet another payment plan and force a return to the Board in the event that such a plan was not complied with.
20. A set-aside motion is not an opportunity to renegotiate terms that were entered into on consent at a previous hearing. The parties consented to the issuance of an order on consent at the last hearing. Consequences were attached to those terms. The conclusion of the tenancy as a result of the Tenants' non-compliance is one of those consequences.
21. It is also worth noting that the Tenants' breach was not minor: the Tenants agreed to pay \$10,000.00 on April 17, 2026. Per the Landlord's records, nothing was received on that date and only \$3,950.00 was received on April 20, 2026. The Tenants were not merely a day late or a dollar short: they were \$6,050.00 short of fulfilling their obligations under the Board order. As such, the Board has no reliable basis to be satisfied that new promises to pay will bear out differently. In such circumstances, setting aside the Board's order to end the tenancy would be highly prejudicial to the Landlord.

The stay is lifted on June 30, 2026

22. The stay of order LTB-L-034628-26 is lifted on June 30, 2026.

23. The Landlord's legal representative submitted that lifting the stay on June 30, 2026, would allow the children residing in the rental unit to finish the balance of the school year without unduly prejudicing the Landlord, as no further arrears would come due as of that date. I agree that this timeline appropriately balances the Landlord's interest in regaining possession of the unit with the Tenants' circumstances as identified at the hearing.

24. I also find that it would be prejudicial to the Landlord to prolong the lifting of the stay into the next rental period, given that the arrears are currently increasing and the Tenants have not provided conclusive evidence that future rent can and will be paid on time going forward.

It is ordered that:

1. The motion to set aside Order LTB-L-034628-26, issued on April 24, 2026, is denied.
2. The stay of order LTB-L-034628-26 is lifted on June 30, 2026.
3. Order LTB-L-034628-26 is unchanged.

June 25, 2026
Date Issued

Jeremy Henderson
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.