



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

File Number: LTB-L-029429-26-SA

In the matter of: 97 FAIRHILL AVE
BRAMPTON ON L7A2E9

Between: Andrew Hunter Landlord

And

Matthew Eldridge Tenant

Andrew Hunter (the 'Landlord') applied for an order to terminate the tenancy and evict Matthew Eldridge (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 February 2, 2026 with respect to application LTB-L-092762-25.

The Landlord's application was resolved by order LTB-L-029429-26, issued on April 24, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-029429-26.

This motion was heard by videoconference on June 22, 2026. The Landlord and the Tenant attended the hearing.

Determinations:

1. The previous order provided that the Landlord could apply to the Board under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') to terminate the tenancy and evict the Tenant if the Tenant did not meet certain conditions specified in the order.
2. Pursuant to section 78(11) of the Act, the issues are as follows:
 - Did the Tenant breach the previous order? If the answer to that question is "NO"; then the motion must be granted and the eviction order set aside;
 - If the Tenant did breach the previous order, the issue becomes whether or not the Board is satisfied, having regard to all the circumstances, that it would not be unfair to set aside the eviction order. If the Board determines that it would not be unfair to set aside the eviction order, the motion must be granted and the eviction order must be set aside. Pursuant to section 78(12), the Board may then amend the previous order if it is deemed appropriate to do so;

- If the Board is not satisfied that it would not be unfair to set aside the eviction order, then the Board must decide whether or not to delay lifting the stay of the eviction order.

Breach

3. There is no dispute that the Tenant did not pay \$800.00 towards the arrears and the lawful rent for April 2026 on or before April 1, 2026. As such, I find the Tenant failed to meet a condition specified in the order issued by the LTB on February 2, 2026 with respect to application LTB-L-092762-25.

Set Aside

4. The Tenant testified he complied with the previous order by making payments in January, February and March 2026 as agreed upon. The Tenant testified that he failed to pay \$800.00 and the rent for April 2026 due to his cat having emergency surgery on April 2, 2026. The Tenant testified that he incurred unexpected expenses in the amount of \$2,391.00 for the surgery.
5. The Tenant testified that he contacted the Landlord informing the Landlord that he had a portion of the April installment but the Landlord did not respond.
6. The Tenant testified that he has resided in the rental unit for 5.5 years and has secured a second job to ensure that he can pay the Landlord on time going forward. The Tenant testified that he is able to pay the Landlord the balance in full by June 30, 2026.
7. The Landlord opposed the Tenant's motion stating that the Tenant is constantly in arrears and that the Tenant's history of late and non-payments have caused the Landlord to suffer financially.
8. While I am mindful of the fact that the Tenant has continued to breach the previous order after the L4 application was filed and the arrears has increased, the Divisional Court has affirmed, on numerous occasions, that eviction is a remedy of last resort.
9. The parties agree that the balance outstanding to June 30, 2026 is \$7,381.00.
10. Having regard to all of the circumstances, and in balancing the prejudice to the Tenant against any potential prejudice to the Landlord, I find that it would not be unfair to set aside order LTB-L-029429-26 and provide the Tenant a final opportunity to continue his tenancy. The Tenant has been in the rental unit for more than five years and the L1 application filed on November 4, 2025 is the first application the Landlord has filed against the Tenant for non-payment of rent.
11. Prejudice to the Landlord is minimal as the Tenant is ordered to pay in full and reach a zero balance by June 30, 2026, eight days after the hearing date and the same date the Tenant would have paid in full if he had complied with the consent order issued on February 2, 2026 and if the Tenant does not void this order, the Landlord is able to enforce this order with the enforcement office as early as July 1, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-029429-26, issued on April 24, 2026, is granted.

2. Order LTB-L-029429-26, issued on April 24, 2026, is set aside and cannot be enforced.
3. The previous order issued on February 2, 2026 with respect to LTB-L-092762-25 is cancelled and replaced with this order.
4. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
5. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$7,381.00 if the payment is made on or June 30, 2026. See Schedule 1 for the calculation of the amount owing.
6. 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.
7. **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.**
8. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,659.22. 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.
9. The Tenant shall also pay the Landlord compensation of \$37.64 per day for the use of the unit starting June 23, 2026 until the date the Tenant moves out of the unit.
10. 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.
11. 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.
12. 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 26, 2026
Date Issued

Vicky Liu
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	\$13,740.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,545.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$7,381.00

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

Rent Owing To Hearing Date	\$13,438.88
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,545.00
Less the amount of the last month's rent deposit	- \$1,295.00
Less the amount of the interest on the last month's rent deposit	- \$125.66
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$5,659.22
Plus daily compensation owing for each day of occupation starting June 23, 2026	\$37.64 (per day)