



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

Citation: Martin v Brown, 2024 ONLTB 24718

Date: 2024-04-08

File Number: LTB-L-000995-24-SA

In the matter of: 207, 18 REAN DR
NORTH YORK ON M2K0C7

Between: Bryan Jeffrey Martin Landlord

And

Tamika Brown Tenant

Bryan Jeffrey Martin (the 'Landlord') applied for an order to terminate the tenancy and evict Tamika Brown (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 December 1, 2023 mediated settlement signed by the parties on December 1, 2023 with respect to application LTB-L-048589-22.

The Landlord's application was resolved by order LTB-L-000995-24, issued on February 5, 2024. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-000995-24.

This motion was heard by videoconference on March 28, 2024. The Landlord represented by Haseeb Ullah, and the Tenant, who met with Duty Counsel, attended the hearing.

Determinations:

1. At a review hearing on November 23, 2023, the parties consented to an order where the Tenant would pay to the Landlord \$3,498.86, the outstanding arrears of rent, on or before December 31, 2023. The Tenant was also ordered to pay December rent on or before December 1, 2023.
2. The Tenant breached both of the conditions of the order. December rent was paid over several days in December and the Tenant paid none of the \$3,498.86 on or before December 31st. In addition, January rent was not paid until January, February and March rent was not paid in full and on time and over multiple installments each month. The Landlord testified that the Tenant has been late paying rent every month since July 2022 and the rent ledger shows the Tenant has been in arrears of rent since then.
3. The set aside motion, filed by the Tenant on February 9, 2024, states that the Tenant did not make the payment but that she has since made the payment and had also paid the additional rent that became due.

4. The rent ledger submitted by the Landlord and the testimony shows that the Tenant did not have a zero balance until March 23, 2024, five days before this hearing.
5. The Tenant was provided relief from eviction based on the Tenant's submission that she would make the payments to the Landlord. The Tenant breached both conditions and has consistently failed to pay rent. Considering the history of this tenancy, the breaches of the consent order, and the misleading set aside motion, I find it would be unfair to set aside order LTB-L-000995-24. Based on the history of rent payments, I find this tenancy is unsustainable and that it would be unfair to the Landlord to continue this tenancy.
6. In considering whether to delay lifting the stay I have considered the fact that there is no last month rent deposit and that the Tenant has not had a zero balance and has owed the Landlord between two and three months rent since July 2022. The payment that led to the zero balance currently owing to the Landlord was made on March 23rd. The prejudice to the Landlord that the Tenant will not make rent payments in full and on time going forward seems likely.
7. I find it fair to delay lifting the stay until May 31, 2024 to provide the Tenant additional time to relocate.

It is ordered that:

1. The motion to set aside Order LTB-L-000995-24, issued on February 5, 2024, is denied.
2. The stay of order LTB-L-000995-24 is lifted May 31, 2024.
3. Order LTB-L-000995-24 is unchanged.

April 10, 2024



Date Issued

Greg Joy
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.

