



## **Order under Section 77(8) Residential Tenancies Act, 2006**

**Citation:** Liora Fine Arts Ltd. c/o Lionheart Property Management v Morin, 2023 ONLTB 36303

**Date:** 2023-05-16 **File Number:**  
LTB-L-029690-23-SA

**In the matter of:** 101, 753 DUNDAS ST  
LONDON ON N5W2Z6

**Between:** Liora Fine Arts Ltd. c/o Lionheart Property Management Landlord

**And**

Joyce Morin Tenant

Liora Fine Arts Ltd. c/o Lionheart Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Joyce Morin (the 'Tenant').

The Landlord's application was resolved by order LTB-L-029690-23, issued on March 24, 2023. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-029690-23.

The motion was heard by videoconference on July 18, 2023. The Tenant attended the hearing and was assisted by Rita Van Every. The Landlord was represented at the hearing by Gail KukorLang.

### **Determinations:** *The*

#### *Breach*

1. The Landlord filed an application because the Tenant did not pay the rent the Tenant owes. The application was resolved by order LTB-L-045829-22, which required the Tenant to pay the outstanding arrears by way of a payment plan.
2. The order provided that the Landlord could apply to the Board under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if he failed to meet the conditions specified in the order.
3. There is no dispute that the Tenant breached the order by failing to pay the arrears payment in full or before April 1, 2023. As a result, the Landlord applied for an ex-parte order

terminating the tenancy. The Landlord's request was granted pursuant to order LTB-L029690-23

*Whether to Set Aside the Order*

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4. The Tenant denies breaching the required payment arrangement. She said she put the payment, by way of a cheque, in the Landlord's mailbox. She believes it is the Landlord's fault if it never received the payment.
5. Michelle Devine testified on behalf of the Landlord. She is the property manager. She told the Board she is unaware of the Tenant putting the payment in the mailbox.
6. I prefer the Landlord's evidence. If the Tenant did put a cheque in the Landlord's mailbox, it would be reasonable to assume she would follow up with the Landlord knowing the money was not drawn from her account. Further, the Tenant has failed to make subsequent arrears payments due May 1, 2023, June 1, 2023, and July 1, 2023. The Tenants lack of consistent payment history suggests, on a balance of probabilities, the Tenant did not put the cheque in the Landlord's mailbox as she claims.
7. Based on the evidence before the Board, I find the Tenant breached order LTB-L-029690-23 by failing to pay the rent arrears payment due April 1, 2023.
8. The Tenant has fallen further into rent arrears since the original order, issued March 24, 2023, and the Tenant seems to have only entered this process to delay the eviction. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L029690-23
9. The only remaining issue before the Board is when to lift the stay. The Tenant has mobility issues making it difficult for her to find a new place to reside. I find a slight delay in lifting the stay is warranted. This will give the Tenant an opportunity to reach out for assistance in finding a new place to live. The stay of order LTB-L-029690-23 shall be lifted on October 31, 2023.

**It is ordered that:**

1. The motion to set aside order LTB-L-029690-23, is denied.
2. The stay of order LTB-L-029690-23 is lifted on October 31, 2023.

**July 26, 2023**

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**Date Issued**

Bryan Delorenzi

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.

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