



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

**Citation:** Jackson v Milne, 2023 ONLTB 32729

**Date:** 2023-05-01

**File Number:** LTB-L-015091-23-SA

**In the matter of:** Lower Unit, 695 Down Crescent  
Oshawa Ontario L1H7X9

**Between:** Beverlay Jackson Landlord

**And**

Connor Milne Tenant

Beverlay Jackson (the 'Landlord') applied for an order to terminate the tenancy and evict Connor Milne (the 'Tenant') because the Tenant gave notice to terminate the tenancy.

The Landlord's application was resolved by order LTB-L-015091-23, issued on February 27, 2023. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-015091-23.

The motion was heard by videoconference on March 20, 2023.

The Landlord and the Tenant attended the hearing. The Tenant declined the opportunity to speak with tenant duty counsel.

### Determinations:

1. The Tenant's motion to set aside the eviction order was brought pursuant to subsection 77(8) of the Residential Tenancies Act, 2006 (the "Act")
2. The Board must first determine whether or not the Tenant gave notice to terminate the tenancy effective February 1, 2023. If the Board finds that the Tenant gave notice to terminate the tenancy, then the Board must decide whether or not "in all the circumstances" it would be "unfair to set aside" the eviction order. If the Board determines that it would not be unfair to set aside the eviction order then the Board is supposed to grant the motion and set aside the order. If the Board determines that it would be unfair to set aside the eviction order then the motion must be denied. The third issue the Board must consider is when to lift the stay of the eviction order.
3. The Tenant admits to providing notice to terminate the tenancy effective February 1, 2023, stating it was his intent to leave the rental unit on that date as he was not happy living at the rental unit.

4. The next issue is whether or not “in all the circumstances” it would be “unfair to set aside” the eviction order. The Landlord indicated the tenancy has caused her significant stress, noting there are arrears of rent as the Tenant has not paid rent for over 3 months. The Tenant indicated he is looking to move as soon as possible from the rental unit. In all these circumstances, I find it would be unfair to set aside the order .
5. The Tenant lives with his girlfriend and his child. He indicated he has “fallen on hard times” and expects to be working again in April 2023. The Tenant requests 30 days to find alternative accommodations. The Landlord was opposed to delay lifting the stay beyond April 1, 2023 stating that any delay would be prejudicial to the Landlord given the financial strain caused by the Tenant’s non-payment.
6. Having considered all the circumstances, including the Landlord’s and Tenant’s personal circumstances and the Tenant’s request for additional time, I find it would not be unfair to delay the lifting of the stay to May 15, 2023.

**It is ordered that:**

1. The motion to set aside Order LTB-L-015091-23, issued on February 27, 2023, is denied.
2. The stay of Order LTB-L-015091-23, is lifted on May 15, 2023
3. Order LTB-L-015091-23 is unchanged.

**May 1, 2023**  
**Date Issued**

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Peter Nicholson  
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.