



**Order under Subsection 74(14)  
Residential Tenancies Act, 2006**

**Citation:** Williams and McDaniel Property Management v Hodgkins, 2022 ONLTB 12430

**Date:** 2022-11-15

**File Number:** LTB-L-008364-22-VO

<b>In the matter of:</b>	05, 280 GOULAIS AVE SAULT STE. MARIE ON P6C5A1	
<b>Between:</b>	Williams and McDaniel Property Management	Landlord
	<b>and</b>	
	James Hodgkins	Tenant

2022 ONLTB 12430 (CanLII)

James Hodgkins (the 'Tenant') filed a motion to set aside order LTB-L-008364-22 because, before the eviction order was enforced, the Tenant paid the amount required under subsection 74(11) of the *Residential Tenancies Act, 2006* (the 'Act') to void the order.

This motion was heard by videoconference on November 10, 2022.

The Landlord's Legal Representative, John Andersen, and the Tenant attended the hearing. Tenant Duty Counsel, Andre Baillargeon-Smith, attended to speak to an issue regarding alleged additional funds collected by the Landlord; however, this was not properly an issue on this motion and as a result I make no determinations on any amounts that may or may not be owed to the Tenant by the Landlord.

**Determinations:**

1. The Tenant has not previously made a motion under subsection 74(11) of the Act to set aside an eviction order during this tenancy.
2. Before the Tenant filed this motion, the Tenant paid a total of \$3,325.60 to the Landlord. The amount paid represents all the rent that is in arrears under the tenancy agreement, all additional rent that would have been due under the tenancy agreement up to October 31, 2022, all NSF and related administration fees the Landlord incurred and the filing fee for this application. This payment is at least the amount required under subsection 74(11) to void the eviction order.
3. The Landlord paid \$318.50 to the Court Enforcement Office (Sheriff) for the purpose of enforcing the eviction and this amount is non-refundable.
4. The Tenant has not reimbursed the Landlord for the enforcement costs the Landlord incurred.
5. The Tenant is on a fixed income and has health issues. He sought additional time to pay the Sherriff's fee with the intention of making regular monthly payments towards this

amount. The Landlord was agreeable to providing the Tenant with six months to pay the Sherriff's fee.

**It is ordered that:**

1. Order LTB-L-008364-22 is void and cannot be enforced by the Landlord if the condition set out in paragraph 2 of this order is met.
2. The Tenant shall pay \$318.50 to the LTB on or before May 31, 2023. This amount represents the non-refundable enforcement costs the Landlord incurred.
3. If the Tenant pays the amount set out in paragraph 1 on or before May 31, 2023, the LTB will issue a notice acknowledging the eviction order is void.
4. If the Tenant does not pay the amount set out in paragraph 1 on or before May 31, 2023, then an employee of the LTB will issue a notice acknowledging the eviction order is not void and the eviction order becomes enforceable.

**November 22, 2022**  
**Date Issued**

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Rebecca Case  
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.

Notes:

- The Tenant cannot make another motion under subsection 74(11) of the Act to set aside an eviction order during the period of the Tenant's tenancy agreement with the Landlord.
- When the LTB directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party(ies) named in this order. The cheque will be in the amount directed plus any interest accrued up to the date of this order.