



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

Citation: TT7 Inc. v Ferguson, 2025 ONLTB 63376

Date: 2025-08-20

File Number: LTB-L-050156-25-SA

In the matter of: 219, 70 KING ST E
OSHAWA ON L1H0A2

Between: TT7 Inc.

And

Mike Ferguson

I hereby certify this is a
true copy of an Order dated

AUG 20, 2025

Benjamin Seigel

Landlord and Tenant Board

Landlord

Tenant

TT7 Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Mike Ferguson (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 May 9, 2025 with respect to application LTB-L-011460-25.

The Landlord's application was resolved by order LTB-L-050156-25, issued on July 2, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-050156-25.

This motion was heard by videoconference on August 12, 2025.

The Landlord's Agent, Alex Poon, and the Tenant attended the hearing.

Determinations:

There was a breach of the previous order

1. The Tenant failed to meet a condition specified in the order issued by the LTB on May 9, 2025 with respect to application LTB-L-011460-25 by paying his rent by June 5, 2025 and arrears of \$730.00 by June 19, 2025. The Tenant acknowledged this.

The surrounding circumstances

2. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-050156-25.
3. The Tenant submitted it would not be unfair to set aside the ex-parte eviction order and order a new payment plan as:

- a. The original breach was caused because the payment was processed by the Landlord on June 6th rather than June 5th, and his monthly insurance came out first, causing the payment to the Landlord to be returned NSF and for additional NSF fees to be incurred;
 - b. The Tenant after that time has been putting all of his money to keeping his mother, who is suffering from cancer, housed;
 - c. The Tenant will be in a position to pay an extra \$1,950.00-\$2000.00 above his rent after this month as his aunt and uncle will be coming to move in with his mother and will be able to help with expenses; and
 - d. The Tenant has no other place to go if evicted given his aunt and uncle will be moving in with his mother.
2. The Landlord submitted it would be unfair to set aside the ex-parte eviction order as after the previous order was issued on May 9, 2025, they received one payment of \$280.00, and then no further payments, causing the arrears to significantly increase. The Landlord submits they have only received a total of \$615.00 from the Tenant for the entirety of the 2025 calendar year.
3. It is the Tenant's responsibility to ensure they have the funds available for payment and as such I do not find it a compelling excuse that there would have been funds available if the payment due on June 5th had been processed by the Landlord on that date and not June 6, 2025. While the Tenant cited that this caused a spiral of NSF fees that detracted from his ability to pay, I find that these would have occurred in any event as if the rent had processed first, the Tenant's insurance payment would have been returned NSF and caused similar fees.
4. While it is admirable that the Tenant has been supporting his mother given her health issues, he has made no significant payments to the Landlord in a lengthy period of time and the arrears are substantial. The Landlord does not have faith he will follow through with a further payment plan given this and it is unfair to shift this financial burden the Tenant has chose to take up onto the Landlord.
5. Under the Act, the general intention is that the LTB has an obligation to uphold and enforce the agreements into which landlords and tenants enter. If it does not do so, then there is little incentive for parties to attempt negotiation. LTB orders and mediated agreements are not mere suggestions with respect to conduct, but legally binding orders. If the LTB does not uphold and enforce its own orders, disrespect for the LTB's processes will inevitably ensue.
6. In these circumstances, where the Tenant has failed to make any significant payments under the previous payment plan order, I find it would be unfair to the Landlord to impose a further payment plan on them.

The stay is lifted immediately

7. The stay of order LTB-L-050156-25 is lifted immediately.
8. The Tenant has made no payments since May 12, 2025 and the arrears have therefore significantly increased since the last hearing date. I find it would be inappropriate and unfair to the Landlord to delay the lifting of the stay of enforcement in these circumstances.

It is ordered that:

1. The motion to set aside Order LTB-L-050156-25, issued on July 2, 2025, is denied.
2. The stay of order LTB-L-050156-25 is lifted immediately.
3. Order LTB-L-050156-25 is unchanged.

August 20, 2025
Date Issued

Benjamin Seigel

Benjamin Seigel
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.