



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

Citation: Q Res V Operating LP v Yvette Ohojeheri, 2023 ONLTB 37595

Date: 2023-05-16 **File Number:**
LTB-L-002914-23-SA

In the matter of: 1107, 2777 KIPLING AVE
ETOBICOKE ON M9V4M2

Between: Q Res V Operating LP Landlord

And

Yvette Ohojeheri Tenant

Q Res V Operating LP (the 'Landlord') applied for an order to terminate the tenancy and evict Yvette Ohojeheri (the 'Tenant').

The Landlord's application was resolved by order LTB-L-002914-23, issued on March 6, 2023. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-002914-23.

The motion was heard by videoconference on May 8, 2023.

The Landlord's Agent, Qendresa Bugacky, the Landlord's Legal Representative, Debbesha Morris, and the Tenant attended the hearing.

Determinations:

1. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-002914-23.
2. The Tenant does not dispute that she breached order LTB-L-016357-22, issued on October 5, 2022. At that time the arrears owing to September 30, 2022 was \$4,100.00. The Tenant confirms that she did not pay the rent for November 2022 on or before November 1, 2022 and that she did not pay \$400.00 towards the arrears on or before November 20, 2022.
3. As of the date of the hearing, the arrears have more than doubled. The amount owing to May 31, 2023 is now \$9,373.11.

4. The Tenant explained that she breached because her client passed away which reduced her income and she couldn't make the payments as agreed. She says that she is now employed with a company and makes approximately \$6,000.00 a month. She says her son is now also working and will help pay the arrears.

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5. While I am mindful of the Tenant's explanation, they do not disclose a change in the Tenant's circumstances that was not reasonably foreseeable to the Tenant when the order on consent was entered. At that time the Tenant was likely aware or should reasonably have been aware of the precarious nature of her work and the possibility of lost income due to clients passing away. Further, the Tenant breached the October 5, 2022 order shortly after it was issued, and the Tenant continued to breach the order resulting on the arrears more than doubling. I also note that the Tenant did not provide evidence to support that she is now employed and making approximately \$6,000.00 per month. Documents such as a job letter or a pay stub from her employer would have sufficed and these documents should reasonably be available to the Tenant.
6. Having regard to the above, I am not satisfied that the Tenant would comply with another payment plan. Accordingly, it would be unfair to grant the Tenant's motion to set aside.
7. The stay of order LTB-L-002914-23 is lifted on June 16, 2023. The Tenant requires some time to move and the Landlord was not opposed to a delay of 30 days.

It is ordered that:

1. The motion to set aside Order LTB-L-002914-23, issued on March 6, 2023, is denied.
2. The stay of Order LTB-L-002914-23 is lifted on June 16, 2023.

May 16, 2023

Date Issued

Khalid Akram

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.

