



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

Citation: Jin v Faiadh, 2024 ONLTB 81773

Date: 2024-11-05

File Number: LTB-L-052453-24-SA

In the matter of: 21 COLLIP PL
NORTH YORK ON M4A0A3

Between: Hong Jin Landlords
Ming Xie

And

Ammar Faiadh Tenant

Hong Jin and Ming Xie (the 'Landlords') applied for an order to terminate the tenancy and evict Ammar Faiadh (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 July 2, 2024 with respect to application LTB-L-015803-24.

The Landlord's application was resolved by order LTB-L-052453-24, issued on July 17, 2024. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-052453-24.

This motion was heard by videoconference on October 24, 2024.

The Landlords and the Tenant attended the hearing. The Landlords were assisted with translation from Cantonese by Angela Xie and Zane Nasir.

Determinations:

There was a breach of the previous order

1. The Tenant does not dispute that he failed to meet a condition specified in the order issued by the LTB on July 2, 2024 with respect to application LTB-L-015803-24. Specifically:
 1. The Tenant failed to pay to the Landlords an arrears payment of \$206.00 in full and on time, on or before July 1, 2024.
 2. The Tenant failed to pay to the Landlords new rent in full and on time, on or before July 1, 2024.

The surrounding circumstances

2. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-052453-24. I make that finding for the following reasons.
3. The Tenant testified that losing money in bitcoin, being defrauded, and trying to start a business have negatively impacted his finances. However, all of these circumstances had already occurred prior to the Tenant agreeing to the conditional order. Circumstances that occurred prior to the issuance of the conditional order should have been considered at the time the conditional order was made. It would not be fair to set aside the termination order based on circumstances that should have been considered when the Tenant agreed to the conditional order.
4. I am not satisfied that the Tenant will abide by another conditional order. The Tenant's outstanding arrears have only grown since the last conditional order, the Tenant has repeatedly breached the order, and the Tenant's business that he hopes will generate profit to pay off the arrears is not yet open.
5. I find that it would be unfair to the Landlord to impose another conditional order. The arrears are currently \$30,906.00 which is close to the jurisdictional limit of the Board. Any additional arrears may be unrecoverable at the Board. The Landlords testified that the financial harm they are suffering from the Tenant's repeated non-payment of rent forced them to close a business of their own and they are worried that they cannot continue to cover their mortgage payments. The Landlords also testified regarding the emotional cost of repeated non-payment of arrears.
6. I have considered that someone on behalf of the Tenant offered to pay the Landlords \$10,000.00, but the Landlords refused to accept that payment. The Landlords testified that they refused because the offer was conditional on the Landlords no longer pursuing eviction and they seek to terminate the tenancy. I find that explanation to be reasonable as to why they would not accept an offer to not pursue termination of the tenancy. There is no evidence before me that supports that the Landlords are refusing rent payments.

The stay is lifted on November 17, 2024

7. The Tenant requests that the stay not be lifted for 4-6 months so that he can find somewhere new to live. The Tenant testified that he will have trouble finding somewhere new to live and that his four children, and partner, live with him in the rental unit.
8. While I have considered the financial situation of the Tenant and that there are children in the unit, I do not find that it would be fair to delay lifting the stay for as long as requested by the Tenant. The outstanding arrears are extremely significant and I am not satisfied that the Tenant will start paying his rent or the outstanding arrears. As such, any delay of the termination of the tenancy will likely result in more arrears and those arrears may be unrecoverable if they exceed the Board's jurisdiction. Additionally, I accept that the Landlords have already faced significant financial hardship from the Tenant's repeated non-payment of rent. The lifting of the stay will be delayed to November 17, 2024 to provide the Tenant some time to find new living arrangements.

It is ordered that:

1. The motion to set aside order LTB-L-052453-24, issued on July 17, 2024, is denied.
2. The stay of order LTB-L-052453-24 is lifted on November 17, 2024.

November 5, 2024
Date Issued



Amanda Kovats
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.