



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

Citation: Ahluwalia v 2740226 Ontario Incorporated, 2025 ONLTB 36443

Date: 2025-05-12

File Number: LTB-L-013442-25-SA

In the matter of: 511, 251 MANITOBA ST
ETOBICOKE ON M8Y0C7

Between: Harwinder Ahluwalia

And

2740226 Ontario Incorporated
Oluwabusi Olaposi Oluwatoye

Landlord

Tenant

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

MAY 12, 2025

Landlord and Tenant Board

Harwinder Ahluwalia (the 'Landlord') applied for an order to terminate the tenancy and evict 2740226 Ontario Incorporated (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 January 23, 2025 with respect to application LTB-L-079368-24.

The Landlord's application was resolved by order LTB-L-013442-25, issued on February 25, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-013442-25.

This motion was heard by videoconference on May 1, 2025.

The Landlord and the Tenant attended the hearing.

Determinations:

1. The first issue before the Board is whether there was a breach of order LTB-L-079368-24 issued on January 23, 2025 as alleged by the Landlord. At the hearing, the Tenant agreed he breached the terms of the order; specifically, he failed to pay the rent for February 2025 on time and in full on before February 1, 2025.
2. This means I must determine, having regard to all the circumstances, whether it would not be unfair to set aside the eviction order pursuant to section 78(11)(b) of the *Residential Tenancies Act, 2006* (the 'Act').
3. The Tenant testified that he lost his job in 2022 and the payment dates in the order were too close together. The Tenant testified that he attempted to access his pension plans but was denied.

4. The Tenant testified that he needs more time to repay the arrears and that he is currently in talks with his employer to adjust his employment to access the funds in his pension plan.
5. The Tenant testified that he purchased a pre-construction condo and the closing has been delayed to March 2026. He tried to sell the condo in 2023 unsuccessfully as there was no interest and did not list the condo again due to the unfavorable housing market.
6. The Landlord opposed the Tenant's motion submitting that the Tenant constantly misses payments and that the Landlord has struggled financially as he has to cover the mortgage, maintenance and insurance expenses for the rental unit and also his own home.

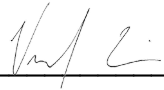
Analysis

7. There is no dispute that the Tenant breached the consent order issued on January 23, 2025.
8. The Board's expectation is that orders issued on consent will be complied with by the parties. However, the purpose of subsection 78(11)(b) of the Act is provide for the possibility of relief from eviction where there has been a breach of a mediated agreement or order but there are extenuating circumstances to consider. The Board is usually interested in knowing whether or not the breach was unavoidable, or a result of events beyond the tenant's control. It is also interested in whether or not the tenancy is viable as there is no point in continuing a tenancy where future breaches are inevitable.
9. The evidence before the Board establishes that there were no new circumstances after consenting to the order that led the Tenant to breach the order issued. The Tenant continues to be employed. While the Tenant submits he had to deal with some emergencies, such as a family member being kidnapped, and is adamant he will have access to his pension funds within the next few months, the Tenant provided no documentary evidence to substantiate these assertions.
10. The parties came before Board on January 14, 2025 and at that point, the Tenant owed \$18,266.00 to the end of January 31, 2025. There is no dispute that the Tenant paid the Landlord \$9,390.00 since the order was issued. Given the monthly rent is \$2,520.00, the balance owed, including the rent for May 2025, to the Landlord has increased to \$18,956.00.
11. Given all the above, I find that it would be unfair to set aside the eviction order. The evidence is insufficient to establish the Tenant's ongoing defaults were reasonable.
12. Considering the relatively short tenancy which commenced in August 2022 and the circumstances of the parties, I find that it would be unfair to delay the lifting of the stay. There are no occupants in the rental until and the Tenant led no evidence in support of the proposition that he needs additional time to move or organise his affairs. As such, the stay of order LTB-L-013442-25 is lifted immediately.

It is ordered that:

1. The motion to set aside Order LTB-L-013442-25, issued on February 25, 2025, is denied.
2. The stay of order LTB-L-013442-25 is lifted immediately.
3. Order LTB-L-013442-25 is unchanged.

May 12, 2025
Date Issued



Vicky Liu
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.