



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

File Number: LTB-L-029867-25-SA

In the matter of: 150 5th Ave SW
Chesley ON N0G1L0

Between: Christian Warnica

And

Jason Pritchard

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

August 14, 2025

Landlord and Tenant Board

Landlord

Tenant

Christian Warnica (the 'Landlord') applied for an order to terminate the tenancy and evict Jason Pritchard (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 April 8, 2025, with respect to application LTB-L-104024-24.

The Landlord's application was resolved by the order LTB-L-029867-25, issued on April 17, 2025. This order was issued without a hearing being held.

On April 25, 2025, the Tenant filed a motion to set aside the order LTB-L-029867-25, issued on April 17, 2025.

This motion was heard by videoconference on June 10, 2025.

The Landlord and the Tenant attended the hearing.

Determinations:

1. The parties agree that the Tenant failed to meet a condition specified in the order LTB-L-104024-24, issued on April 8, 2025. Specifically, The Tenant failed to pay to the Landlord the lawful rent for April 2025 due on or before April 4, 2025.
2. The Tenant testified that, unexpectedly, the amount they owed to renew their business insurance was withdrawn from their personal account, without prior notice. This led to the Tenant having a shortfall in their finances, and therefore left them unable to pay the April 2025 rent on or before April 4, 2025.
3. The parties agree that the Tenant paid the rent for the rental period starting April 1, 2025, and ending April 30, 2025, on April 18, 2025.
4. The parties also agree that at the time of the hearing, the arrears of rent were in the amount of \$13,912.75.

5. The Tenant is seeking for their motion to be granted in order to enter into a new repayment agreement. They proposed to pay the Landlord a lump sum of \$6,273.25, in addition to monthly instalments of \$1,273.25 towards the arrears.
6. The Tenant indicated that they are self-employed. They expect the monthly income to be around \$8,000.00, while they estimate their monthly expenses to be around \$6,968.55.
7. The Tenant currently occupies the rental unit with their seventeen (17) year-old child. Their school term was scheduled to end by June 30, 2025.
8. The Landlord sought for the Tenant's motion to be denied, as the arrears of rent have only increased since the previous order LTB-L-104024-24 was issued on April 8, 2025.
9. The Landlord relies on the rent payments from the Tenant in order to pay for the expenses related to the rental unit and the residential complex, including the mortgage. The lack of payment from the Tenant is therefore causing a financial strain on the Landlord.

Analysis

10. After considering all of the circumstances, I find that it would be unfair to set aside the order LTB-L-029867-25, issued on April 17, 2025. Indeed, although the Tenant referenced an unforeseen expense that created an unexpected financial strain on them, the Tenant did not corroborate their testimony with any supporting evidence or details. I did not find it credible that an insurance company, of its own accord and with no prior notice, would withdraw any sums of money from an account to which they were not granted access to.
11. Furthermore, while the Tenant testified that they are currently employed, and estimates their monthly income to be around \$8,000.00 per month, the arrears of rent have only increased since the order LTB-L-104024-24 was issued on April 8, 2025.
12. While the Tenant proposed to enter into a repayment plan to pay the arrears of rent and continue the tenancy, the Tenant did not provide any documents, such as bank statements or pay stubs, to substantiate their income and liquidity. As the Tenant limited these submissions to general statements that were not corroborated by any supporting evidence or details, I am not satisfied that the Tenant has the financial means to enter into a payment plan for their arrears of rent, especially when taking into consideration their other financial obligations and commitments, their recent payment history, and the fact they breached the order LTB-L-104024-24, issued on April 8, 2025, on the first scheduled payment.
13. Since it appears that Tenant does not have the financial capability to continue the tenancy of their own accord, under their current circumstances, I find the Tenant's inability to pay the arrears of rent and the ongoing rent would result in additional significant prejudice to the Landlord; and given the substantial amount of arrears, I find that it would be unfair to set aside the order LTB-L-029867-25, issued on April 17, 2025.

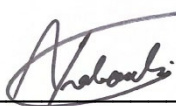
The Lifting of the Stay

14. The Tenant sought for the Board to delay the lifting of the stay by sixty (60) days, in order to provide them an opportunity to seek alternate housing accommodations for both them, and their child.
15. The Landlord sought for the stay to be lifted immediately due to the financial burden they are facing as a result of the Tenant's failure to pay the rent and the arrears of rent.
16. While I am cognizant that that Tenant will need some time to find alternate housing accommodations, I find that it would be unfair to delay the eviction for an additional two (2) months. The arrears are substantial, and the Tenant has not demonstrated any ability to paying any such amounts.
17. Accordingly, I find that it would not be unfair to delay the lifting of the stay of the order LTB-L-029867-25, issued on April 17, 2025, until August 31, 2025. The delay will provide the Tenant additional time to search for new housing accommodations for themselves and their family, prior to the start of their child's new academic year.
18. The Landlord should no longer have to bear the burden of the Tenant's financial difficulties. Given the substantial amount of arrears, I do not find it appropriate to postpone further the lifting of the stay of the order LTB-L-029867-25, issued on April 17, 2025.
19. The prejudice to the Landlord is minimized as the extension is not prolonged.

It is ordered that:

1. The motion to set aside the order LTB-L-029867-25, issued on April 17, 2025, is granted.
2. The stay of the order LTB-L-029867-25, issued on April 17, 2025, is lifted on August 31, 2025.
3. The order LTB-L-029867-25, issued on April 17, 2025, remains unchanged.

August 14, 2025
Date Issued



Alexandre Traboulsi
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.