



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

Citation: KANG v ASAHCHOP, 2025 ONLTB 68701

Date: 2025-09-15

File Number: LTB-L-061772-25-SA

In the matter of: 19, 2619 Sheffield Blvd.
London ON N6M0G4

Between: NAVJEET KANG
GURLAL SINGH KANG

And

TEMENU ASAHCHOP
MARBLE NYENIPOK

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

SEPT 15, 2025

Landlord and Tenant Board

Landlords

Tenants

NAVJEET KANG and GURLAL SINGH KANG (the 'Landlords') applied for an order to terminate the tenancy and evict TEMENU ASAHCHOP and MARBLE NYENIPOK (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Tenants did not meet a condition specified in the order issued by the LTB on July 25, 2025 with respect to application LTB-L-035809-25.

The Landlords' application was resolved by order LTB-L-061772-25, issued on August 5, 2025. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-061772-25.

This motion was heard by videoconference on September 10, 2025. The first-named Landlord, represented by, Carmen Dawdy, and the first-named Tenant, who attended on behalf of both Tenants, attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

1. The Landlord filed an L1 application for non-payment of rent which was resolved by mediated settlement order LTB-L-035809-25, issued on July 25, 2025. The order provided that the Landlord could apply to the Board under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and

evict the Tenant if they failed to make the arrears and rental payments specified in the order.

The Breach of the Order

2. The Tenant admits that he failed to pay \$3,100.00 on or before July 26, 2025, and \$10,786.00 on or before August 31, 2025.

The Tenants' Motion

3. This motion is brought pursuant to subsection 78(11) of the Act. As I am satisfied that the Tenant breached the order issued on July 25, 2025, the only issue before me is whether I am "satisfied, having regard to all the circumstances, that it would not be unfair to set aside the order".
4. The Tenant alleges he failed to make the payments because the terms of the mediated settlement were not what he understood when entered into the agreement. The Tenant stated he understood the terms to indicated that he could void the Board's order if he paid the amounts due to the Landlord by August 31, 2025.
5. However, it is not for the Board, on a motion to set aside, to go behind the parties' consent order LTB-L-035809-25, issued on July 25, 2025. Further, if the Tenant felt there was a term which did not accord with his understanding, he had the option of filing a request to review the order. Even if I consider the Tenant's argument that he believed he had agreed to a voidable termination order, rather than a non-voidable termination order as found in par. 2 in the July 25, 2025, order, then it does not accord why the Tenant did not pay the arrears in full on or before August 31, 2025.
6. The Tenant states he is in another country working on a contract role. The arrears began while he was in school. After finishing his education, it was necessary to leave the country to pursue employment in his chosen field. The Tenant states that his wife and five young children are still in the rental unit. He proposes that he pay rent for the month of October and asks that he be allowed to remain in the rental unit until October 23, 2025. This would allow him to return home to assist his wife in packing and moving.
7. At the hearing, I the Tenant admitted he had not been paid for several months by his new employer although he felt confident that he would be paid by the end of September. However, the Tenant has already agreed to a non-voidable termination of the tenancy with a termination date of August 31, 2025. Further, the Tenant states he has been out of the country for several months. It fails to reason why he would agree to a non-voidable termination knowing he would not be back in Canada by the termination date. The Tenant's employer has either not paid the Tenant or will not pay the Tenant until the Tenant has concluded the contract.
8. I find a termination date of October 23, 2025, would be prejudicial to the Landlord. The Tenant has not made any payments, and the rental arrears now sit at \$19,986.00. The Landlord has had to take a second job in order to continue to make mortgage payments on the rental property.

9. The Landlord has already attempted to negotiate a payment arrangement with the Tenant, but it is clear he cannot adhere to the terms of that agreement, and I find that allowing this tenancy to continue would be prejudicial to the Landlord. Given all of the above, and after considering all of the circumstances, I find that it would be unfair to set aside the eviction order.

The Lifting of the Stay

10. As I am satisfied that the Tenant's motion should be denied, the next issue before me is when to lift the stay of the eviction order. The Landlord says that after filing eviction orders with the sheriff's office, the orders are being executed within 4 to 6 weeks. The tenancy is rather short in its duration and the Tenant has made no effort to address the arrears. Further, the Tenant consented to a non-voidable termination date of August 31, 2025. However, the Tenant has five young children. Therefore, I find a brief delay in termination to September 22, 2025, is warranted in the circumstances. This gives the Tenants an opportunity to find alternate accommodations. An order will issue accordingly.

It is ordered that:

1. The motion to set aside Order LTB-L-061772-25, issued on August 5, 2025, is denied.
2. The stay of order LTB-L-061772-25 is lifted on September 22, 2025.

September 15, 2025
Date Issued



Jane Dean
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.