



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

File Number: LTB-L-099587-25-SA

In the matter of: Main (Ground) Unit, 63 DOLPHIN ST
PORT COLBORNE ON L3K2J4

Between: Aamir Shamin Choudry Landlord
Shumaila Aamir

And

Jonathon Sunday Tenant

Aamir Shamin Choudry and Shumaila Aamir (the 'Landlord') applied for an order to terminate the tenancy and evict Jonathon Sunday (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 24, 2025 with respect to application LTB-L-045658-25.

The Landlord's application was resolved by order LTB-L-099587-25, issued on December 8, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-099587-25.

This motion was heard by videoconference on December 18, 2025.

The Landlord's representative Brittney Forsyth and the Tenant attended the hearing. Lisa Kirkham-Stratford attended as witness for the Landlord.

Determinations:

The Breach

1. There is no dispute that the Tenant failed to meet a condition specified in the order issued by the LTB on July 24, 2025 with respect to application LTB-L-045658-25. The Tenant failed to pay the rent on November 15, 2025 and failed to pay rent arrears on November 13, 2025.

The surrounding circumstances

2. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-099587-25.

3. The history of this matter includes the original order in this matter for nonpayment of rent issued August 13, 2024 and a previous set aside order issued July 24, 2025. In both orders the Landlord consented to the Tenant's payment plan proposal. In each case the Tenant breached that payment plan by failing to make the final payment.
4. I have considered that the Tenant lives with his two young children in the two-bedroom rental unit, and that the rent is just within his ability to afford. Termination of this tenancy would mean the Tenant would likely have to pay a higher rent elsewhere.
5. I conducted a detailed analysis of the Tenant's income and expenses. Based on the information the Tenant provided at the hearing, he is not working and brings in only child tax benefit. His expenses far exceed his income. The Tenant provided evidence that he is not currently working, and on medical leave, although produced no supporting documents for that leave such as the medical diagnosis or the time expected to be off work. He testified only that he chose to stop work due to stress. Given that testimony, there is no certainty when the Tenant will choose to go back to work.
6. The Tenant provided evidence that he does not qualify for employment insurance, having not worked sufficient hours this past year. He hopes to receive Ontario Works ('OW'), although he only applied for OW the morning of this hearing. Even with his child tax benefit the Tenant has insufficient income to afford the monthly rent. He was unable to say how much he might receive from OW or how long he would be entitled to receive it, or when it might be granted, if at all.
7. I have considered that the Tenant is no longer in arrears of rent and has paid his monthly rent to January 15, 2026. Although he is short \$1.30 I find that amount so minor that it does not warrant eviction in this case. However, that does not mean there is no significant prejudice to the Landlord. The Landlord has now brought the Tenant to the LTB for non-payment of rent or breach of an LTB payment order three times. Granting the Tenant's motion to set aside would place them in a position to likely return soon to the Board for relief.
8. I have considered the relatively short tenancy of 3 years. In the past three years the Tenant has been in arrears of rent or has paid the rent late for the majority of it. The Landlord provided evidence that the Tenant also paid August and September and October's rent late and September's arrears late. I am not persuaded that the Tenant had unforeseen reasons for these breaches, as he knew his work fluctuates in hours. This confirms for me that the Tenant is not able to manage his finances to afford this tenancy.

Lifting the Stay

9. The Tenant did not offer submissions as to when the stay should be lifted. The Landlord submitted they would agree that the stay be lifted on February 15, 2026, given rent is paid to January 14, 2026 and they currently hold last month's rent deposit.
10. I have considered the prejudice the Landlord may experience if lifting the stay is extended into March. Balancing that there is a possibility rent will not be paid on February 15 with the fact there are young children in the rental unit, and the increased time it will take for the Tenant to find alternate accommodations with his low income, I find that it would not be unfair to lift the stay order LTB-L-099587-25 on March 14, 2025.

It is ordered that:

1. The motion to set aside Order LTB-L-099587-25, issued on December 8, 2025, is denied.
2. The stay of order LTB-L-099587-25 is lifted March 14, 2025.

January 8, 2026

Date Issued

Julie Broderick

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.