



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

File Number: LTB-L-096920-25-SA

In the matter of: 1408, 221 MELVIN AVE
HAMILTON ON L8H2K1

Between: Melvin Apartments Inc. Landlord

And

Shayan Aneeka Wesley Tenant

Melvin Apartments Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Shayan Aneeka Wesley (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 October 20, 2025 with respect to application LTB-L-078650-25.

The Landlord's application was resolved by order LTB-L-096920-25, issued on November 24, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-096920-25.

This motion was heard by videoconference on December 23, 2025.

The Landlord's agent Darren Fink and the Tenant attended the hearing.

Determinations:

1. The Landlord filed an L4 application alleging that the Tenant failed to pay the monthly rent for November 2025 as well as an arrears payment due on November 7, 2025.
2. The Tenant acknowledged that she did not comply with a condition set out in the order issued by the Board on October 20, 2025, in relation to application LTB-L-078650-25. The parties agree that the Tenant has also failed to pay rent for December 2025 and arrears payments that came due on November 21, December 5, and December 19, 2025.

3. The Tenant testified that she received a grant of \$3,000.00 from Hamilton Housing but was unsure how this payment would affect her obligations. She stated that she did not know when the payment was made, what it was for, or how the Landlord applied it. The Tenant requested an amendment to the original agreement in LTB-L-078650-25 to lower the payments, as she is unable to make the required arrears payments.
4. The Landlord's agent confirmed that the Landlord received a \$3,000.00 payment from Hamilton Housing on November 27, 2025. He was unaware of the purpose of the payment or how it should be applied. The Landlord submitted that, based on the Tenant's payment history, the tenancy is no longer viable.
5. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-096920-25. The Tenant has admitted that she is unable to pay the arrears or monthly rent on time. The parties negotiated an agreement in LTB-L-078650-25, and the Tenant has been unable to fulfill its terms. The monthly rent is \$1,575.93. Even if the \$3,000.00 payment were applied solely to rent, it would not fully cover the outstanding amounts. As it remains unclear what effect the \$3,000.00 payment has on this motion, and I am not satisfied that the Tenant can meet her obligations moving forward, it would be inappropriate to grant the motion.
6. The stay of order LTB-L-096920-25 is lifted immediately. Although the Tenant is employed, she could not commit to making any payments to the Landlord. Any delay in lifting the stay would be prejudicial to the Landlord.

It is ordered that:

1. The motion to set aside Order LTB-L-096920-25, issued on November 24, 2025, is denied.
2. The stay of order LTB-L-096920-25 is lifted immediately.
3. Order LTB-L-096920-25 is unchanged.

January 9, 2026
Date Issued

Brett Lockwood
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.