



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

File Number: LTB-L-098579-25-SA

In the matter of: 55 GRANTOWN AVE
SCARBOROUGH ON M1C 3R8

Between: Mingyang Xu Landlord

snd

Aisha Tamare Cummings Tenant

Mingyang Xu (the 'Landlord') applied for an order to terminate the tenancy and evict Aisha Tamare Cummings (the 'Tenant') and for an order to have the Tenant pay compensation for damage they owe because the Tenant did not meet a condition specified in the consent order issued by the LTB on September 29, 2025 with respect to application LTB-L-040752-25.

The Landlord's application was resolved by order LTB-L-098579-25, issued on November 28, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-098579-25.

This motion was heard by videoconference on December 22, 2025.

The Tenant, the Tenant's support person Tasha Cummings and the Landlord's legal representative Yun Tao Li attended the hearing. The Tenant met with Tenant Duty counsel before the start of the hearing.

Determinations:

1. The Landlord applied for termination alleging the Tenant had been persistently late in paying the rent and also that the Tenant's failure to pay the water bills as required by the tenancy had agreement substantially interfered with a lawful right privilege or interest of the Landlord.
2. The parties appeared before the Board for a hearing of that application on September 24, 2025 and jointly requested a consent order that issued on September 29, 2025. The terms agreed by the parties were that the Tenant would pay ongoing rent in full and on time the first day of each calendar month and would repay the \$4,365.98 outstanding water bills at the rate of \$400.00 a month.

3. The Board granted the Landlord's application for eviction without notice because the Board found that the Tenant had breached the consent order of the Board by failing to pay the rent due on November 1, 2025 and by failing to pay the \$400.00 installment due on November 15, 2025.
4. The Tenant moves to set aside that eviction order. In the first place, the Tenant says she should not be bound by the terms of the consent order because she was pressured into agreed to it. The Tenant went on to say that it would be unfair if her tenancy were terminated.
5. For reasons that follow, I find the Landlord has proven the breach of consent order of September 29, 2025 on a balance of probabilities and that it would be unfair to set aside the eviction order of November 28, 2025.
6. The Tenant testified that she had been bullied into agreeing the terms proposed by the Landlord at the September 24, 2025 hearing. My review of the Board's records shows that on the day of the hearing, the Tenant met with Duty Counsel, met with the representative for the Landlord and appeared before the Board to advise she had agreed on a consent order. The recording confirms that the Tenant advised the Board she understood and agreed to the terms and further understood that breach of the consent order could result in termination without further notice to the Tenant. She did not indicate to the Board that she felt pressured or that she would prefer to exercise her right to a contested hearing.
7. At the hearing of the motion, the Tenant clarified her position to say that she could only afford to pay \$300.00 a month towards her accumulated debt and that given the timing of her paycheck, paying rent in full and on time on the first day of each month was impossible. More to the point, the Tenant says that the Landlord knew this to be the case and his insistence on anything different was a form of bullying. She explained that she agreed to the remedial order because, in her assessment, the alternative would have resulted in her eviction. I infer from this evidence that the Tenant agreed to the consent order knowing that she had neither the means nor the intention of abiding by it.
8. The Tenant says that the Landlord's insistence on the \$400.00 a month payment plan and his insistence on being paid rent in full and on time is unreasonable and therefore unfair. The Tenant submitted that the Landlord relies on payments from her to meet his mortgage obligation and since those payments are not due on the first day of each month, his insistence to be paid on the first day of each month is unreasonable and evidence of bullying. On hearing the evidence and submissions of the parties and reviewing the records of the Board, I find on a balance of probabilities that the Tenant agreed to the consent order voluntarily and free from any undue pressure.
9. The Tenant does not deny that she did not abide by the terms of the consent order as found by the Board but requested relief from eviction based on her circumstances. The Tenant has brought her rent account to good standing but confirmed she is unable to meet her obligations on the first day of each month. The Tenant asked that she be allowed to pay her rent on the fifth day of the month which would align better with the timing her salary. She confirmed that paying her rent in full and on time according to the tenancy agreement is not realistic.

10. The Tenant's family of six have been living in the rental unit for six years and her grandchild goes to kindergarten across the street. The Tenant is from another province and has no supports or other family nearby.
11. The Tenant mentioned disrepair. She agreed the Landlord had hired professionals to repair a leak in the rental unit but the Tenant says they did a poor job. Specifically, the Tenant has says the basement remains unfinished. The Tenant's support person also mentioned a respiratory illness which she feels has been aggravated by the Landlord's alleged omissions but without further details or any corroboration. I find there is insufficient credible evidence to show the Landlord has breached any of his obligations under the Act and those that were mentioned, even if proven, would not be serious breaches.
12. The Tenant requested a delay of eviction of six to 12 months. She explained that current market rents are more expensive and that it took her six months to secure this tenancy and therefore she will require at least six months to secure her next tenancy.
13. The Landlord agreed that the rent account is in good standing but mentioned that the unpaid water account that was the subject of the application stands at \$3,265.98 and that water bills for periods subsequent to those covered in the application are also unpaid. Like all litigants who settle their disputes, the Landlord did so in the expectation of finality. The Landlord submitted a shorter delay would not be unfair.
14. Having regard to all the circumstances, I am not satisfied that it would not be unfair to set aside the eviction order. The motion will be denied but the stay will not be lifted until February 28, 2026.

It is ordered that:

1. The motion to set aside order LTB-L-098579-25 issued on November 28, 2025 is denied. That order remains unchanged.
2. The stay of order LTB-L-098579-25 is lifted on February 28, 2026.

January 9, 2026

Date Issued

Nersi Makki

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.