



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

Citation: Nguyen v Okafor, 2026 ONLTB 2812

Date: 2026-01-07

File Number: LTB-L-072096-25-SA

In the matter of: 2ND FLOOR, LEFT SIDE FRONT VIEW
ROOM, 5 ELIA LANE
NORTH YORK ON M3J0E5

Between: Hung Nguyen Landlord

And

Caleb Okafor Tenant

Hung Nguyen (the 'Landlord') applied for an order to terminate the tenancy and evict Caleb Okafor (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 consent order arrived at by the parties on August 8, 2025 with respect to application LTB-L-085377-23.

The Landlord's application was resolved by order LTB-L-072096-25, issued on September 23, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-072096-25.

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

The Landlord, the Landlord's legal representative, G. Rizzuto, and the Tenant attended the hearing.

Determinations:

1. The Tenant admits that he failed to pay the monthly rent on August 1, 2025, and therefore failed to meet a condition specified in the order of August 8, 2025 with respect to application LTB-L-085377-23.
2. At the Tenant's set aside hearing, he said that he has not paid anything to the Landlord since the August 2025 breach because he lost his job. He said that he did not apply for EI after losing his job because he was concerned about qualifying for it due to his immigration status.

3. The Tenant said that he has lived in the rental unit for four or five years on his own. He said that he has been working various factory jobs, but he recently expanded his skill set by obtaining a diploma in software engineering.
4. The Tenant said that he has not yet obtained a job with his software engineering skills, and he has been receiving income of Ontario Works of \$733.00 per month. He said that he has groceries of \$450.00 to \$500.00 per month, and a phone bill of about \$50.00 per month. Nevertheless, the Tenant said that he has been talking to recruiters, and he believes he will have a job and be able to pay the rent by January 2026.
5. The Landlord said that there have been issues with rent payment since the Tenant moved into the unit. He said that between mortgage, property tax, hydro, gas and insurance, his expenses to maintain the rental unit are about \$36,000.00 per year. The Landlord said that the Tenant's failure to pay rent has affected him a lot, as it has obligated him to pay for lawyer's fees, the cost of filing applications, and attending hearings.
6. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-072096-25 for the following reasons.
7. The Tenant has breached a consent order to pay off his arrears, and he has not paid anything at all since that breach. The Tenant said that he has not paid rent because he lost his job, and he has not succeeded in obtaining a new job in the ensuing three months, nor did he have any evidence that he is imminently about to find a new one. The Tenant's income is social assistance that leaves him almost no money to live on after paying rent, so it is unlikely that he can pay the rent in full going forward. In any case, he has not paid any rent since August 2025.
8. I find that the Tenant has not provided evidence of any change in circumstances that would lead to a conclusion that the tenancy is viable going forward. Consequently, I find that it is prejudicial to the Landlord for it to continue.

It is ordered that:

1. The motion to set aside Order LTB-L-072096-25, issued on September 23, 2025, is denied.
2. The stay of order LTB-L-072096-25 is lifted immediately.

January 7, 2026
Date Issued

Nancy Morris
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.