



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

File Number: LTB-L-099589-25-SA

In the matter of: 1005, 750 MORNINGSIDE AVE
SCARBOROUGH ON M1C3A1

Between: BLACKSTAR 750 MORNINGSIDE LIMITED Landlord
PARTNERSHIP

And

GARTH DUFFUS Tenant

BLACKSTAR 750 MORNINGSIDE LIMITED PARTNERSHIP (the 'Landlord') applied for an order to terminate the tenancy and evict GARTH DUFFUS (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 mediated settlement signed by the parties on October 1, 2025 with respect to application LTB-L-055716-25.

The Landlord's application was resolved by order LTB-L-099589-25, issued on December 2, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-099589-25.

This motion was heard by videoconference on January 7, 2026.

The Landlord's legal representative Sylwia McArthur and the Tenant attended the hearing.

Determinations:

There was a breach of the previous mediated settlement

1. The Tenant admitted at the hearing that he breached the original mediated settlement as he was required to pay \$700.00 towards his arrears on or before November 15, 2025. He made the entire payment on November 26, 2025.
2. Furthermore, the Tenant admitted to three more breaches of the mediated settlement by failing to pay the entire monthly rent of \$1,502.63 for December 2025 and January 2026 when it came due, as well as failed to make the arrears payment of \$700.00 due December 15, 2025.

3. I find that the Tenant failed to meet a condition specified in the mediated settlement signed by the parties on October 1, 2025 with respect to application LTB-L-055716-25.

The surrounding circumstances

4. The Tenant testified that he lost his employment approximately two years ago and has been actively seeking work since that time. He stated that he had been able to maintain his rent payments until recently. His sole source of income is \$733.00 per month from Ontario Works. The Tenant resides alone, though he has 16-year-old twins who alternate living between their parents. He further indicated that he has no family in Canada and would have nowhere to go if evicted.
5. The Tenant requests that the motion be granted and that the original order be reinstated.
6. The Landlord opposes the motion and seeks the lifting of the stay as of February 15, 2026.
7. After considering all of the circumstances, I find that it would not be unfair to set aside Order LTB-L-099589-25. The Tenant has acknowledged breaching the mediated settlement on four separate occasions. He has not demonstrated an ability to pay the arrears or maintain ongoing rent payments, particularly given that his income is less than half of the monthly rent.
8. I am not satisfied that the Tenant would be able to sustain the tenancy if given another opportunity in light of the four breaches of the mediated settlement.
9. The stay of Order LTB-L-099589-25 is lifted effective February 15, 2026. I find this to be appropriate given the Tenant's circumstances.

It is ordered that:

1. The motion to set aside Order LTB-L-099589-25, issued on December 2, 2025, is denied.
2. The stay of order LTB-L-099589-25 is lifted February 15, 2026.
3. Order LTB-L-099589-25 is unchanged.

January 16, 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.