



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

Citation: CAPREIT LIMITED PARTNERSHIP v VARGAS, 2026 ONLTB 3728

Date: 2026-01-12

File Number: LTB-L-098181-25-SA

In the matter of: 605, 1360 WHITE OAKS BLVD
OAKVILLE ON L6H2R7

Between: CAPREIT LIMITED PARTNERSHIP

Landlord

And

HUGO MOLINARES VARGAS
VIRGINIA BEATRIZ ESPINOZA MEDINA

Tenants

CAPREIT LIMITED PARTNERSHIP (the 'Landlord') applied for an order to terminate the tenancy and evict HUGO MOLINARES VARGAS and VIRGINIA BEATRIZ ESPINOZA MEDINA (the 'Tenant') and for an order to have the Tenants pay the rent they owe because the Tenants did not meet a condition specified in the order issued by the LTB on December 4, 2024 with respect to application LTB-L-072965-24.

The Landlord's application was resolved by order LTB-L-098181-25, issued on December 1, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-098181-25.

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

The Tenants attended the hearing. The Tenants were represented at the hearing by their son, Miguel Molinares Vargas. The Landlord was represented by Geoff Paine.

Determinations:

1. The Tenant failed to meet a condition specified in the order issued by the LTB on December 4, 2024, with respect to application LTB-L-072965-24. Specifically the Tenants did not pay their rent due November 1, 2025.
2. This motion is brought pursuant to section 78(11) of the *Residential Tenancies Act, 2006* (the "Act"). As the Tenants acknowledge breaching the prior order, the only issue before me is whether, having regard to all the circumstances, it would be unfair not to set aside the eviction order.

3. As explained below, I find that it would be unfair to set aside order LTB-L-098181-25.

The surrounding circumstances

4. The Tenants submit that their failure to comply with the prior order was caused by medical issues affecting both Tenants, including frequent medical appointments and ongoing health concerns. They assert that these circumstances interfered with their ability to manage finances and make rent payments on time.
5. The Tenants do not propose a structured payment plan. Instead, they request until early March 2026 as the Tenants are expected to be in receipt of unpaid Old Age Security (OAS) benefits that may be applied to the arrears in a lump sum.
6. The Tenants submit that they intend to clear the arrears once those funds are received and argue that denying the motion would result in significant hardship.
7. The Landlord opposes the motion and seeks enforcement of the eviction order. The Landlord submits that the Tenants have been given repeated opportunities over an extended period to remedy arrears and have failed to comply with each conditional order. The Landlord emphasizes that arrears have steadily increased, and that the tenancy is no longer viable.

Analysis

8. The Divisional Court has affirmed, on numerous occasions, that eviction is a remedy of last resort. To take just two examples:

Eviction should be ordered as a last resort after carefully considering Section 84 [now 83] of the Act (Britannia Glen Co-operative Homes v. Singh, cited in Toronto Community Housing Corp. v. Thompson, [2003] O.R.H.T.D. No. 145).

To put somebody out of their home must, in my view, call for clear and compelling circumstances that it is no longer possible for the arrangement to continue (Langford v. Phipps, [1992] O.J. No. 4184 (Ont. Gen. Div.).

9. In other words, eviction should not be ordered where a tenancy can realistically be brought back into good standing.
10. I acknowledge eviction is a remedy of last resort. However, on the evidence before me, I am not satisfied that the Tenants are able to bring the tenancy back into good standing.
11. The parties have a lengthy history before the Board. The Tenants first fell into arrears in January 2023. On June 19, 2023, the parties entered into a consent order acknowledging arrears of \$6,286.00 and providing the Tenants until December 15, 2024, to bring the arrears up to date.⁴ The Tenants breached that order. On November 27, 2024, the parties entered into a further consent order when arrears were \$5,957.68. The Landlord again agreed to provide relief, allowing the Tenants until December 15, 2025, to remedy the arrears.

12. The Tenants again breached the conditional order. They submit that the continued accumulation of arrears resulted from medical conditions. I do not accept this submission. No medical documentation was provided to substantiate any condition that prevented compliance with the order, and both Tenants were employed full-time. Instead, I find the Tenants have let the arrears accumulate as a result of their own misguided priorities.
13. Despite multiple opportunities to reduce the arrears, the arrears have increased to approximately \$9,606.48. This pattern of non-compliance demonstrates an inability or unwillingness to prioritize bringing the tenancy into good standing.
14. Rather than applying available funds toward rent arrears, the Tenants provided \$3,000.00 to their son and purchased a vehicle valued at approximately \$80,000.00. I find these financial decisions are inconsistent with an intention to remedy the significant rent arrears and confirming a blatant disregard for their obligation as tenants.
15. I am not satisfied that the Tenants will be in receipt of OAS benefits by March 2026. The Tenants have not yet applied for this benefit despite having been eligible for a significant period. Further, given that both Tenants were working full-time during the relevant period, it is unclear whether any OAS benefits received would be sufficient to address the arrears.
16. Further, I am not convinced that they will be in receipt of their OAS benefits by March 2026. The Tenants have not yet applied for this benefit despite being eligible for this benefit for over a year. Moreover, given the Tenants were both working full time in the previous year, it is unclear that the Tenants would be eligible to receive the amount required to pay the arrears.
17. Even if the Tenants were to pay the arrears by early March 2026, the tenancy is no longer viable. The Tenants monthly income is approximately \$5,400.00. Their monthly expenses, excluding rent, are approximately \$4,000.00, leaving a shortfall of approximately \$900.00 per month toward the lawful rent.
18. Given the history of repeated breaches, escalating arrears, and ongoing inability to meet current rent obligations, I find that granting further relief from eviction would not result in a viable tenancy.
19. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-098181-25. Furthermore, I find it be unduly prejudicial to delay lifting the stay in the eviction order as the arrears have significantly increased since the parties first appeared before the Board in 2023. Accordingly, the stay of the eviction order shall be lifted immediately.

It is ordered that:

1. The motion to set aside Order LTB-L-098181-25, issued on December 1, 2025, is denied.
2. The stay of order LTB-L-098181-25 is lifted immediately.

January 12, 2026
Date Issued

Bryan Delorenzi
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.