



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

Citation: Osmani v Cowan, 2026 ONLTB 4962

Date: 2026-01-14

File Number: LTB-L-092255-25-SA

In the matter of: 3 Taylor Avenue
Chatham ON N7L2T4

Between: Mohammed Abu Nasar Osmani Landlord

And

Russ Cowan Tenants
Renata Paiva

Mohammed Abu Nasar Osmani (the 'Landlord') applied for an order to terminate the tenancy and evict Russ Cowan and Renata Paiva (the 'Tenants') 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 November 10, 2025 with respect to application LTB-062891-25.

The Landlord's application was resolved by order LTB-L-092255-25, issued on November 17, 2025. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-092255-25.

This motion was heard by videoconference on January 12, 2026. The Landlord and the Tenants attended the hearing.

Determinations:

1. The prior order issued on November 10, 2025 was a consent repayment plan for arrears of rent owing to October 31, 2025. In the consent order, the Tenants agreed to pay to the Landlord the lawful rent of \$1,300.00 in full and on time, plus an additional \$500.00 per month until the arrears were paid in full. The arrears owing as per this order was \$10,601.00.
2. The ex-parte order issued on November 17, 2025, terminates the tenancy because the Tenants failed to pay the November 2025 rent on November 1, 2025.
3. The Tenants did not dispute breaching the prior order and further conceded to breaching each subsequent term after November 1, 2025.

4. The arrears owing as of this hearing date were \$14,501.00.
5. At the hearing the Tenants attempted to challenge the amounts owing as per the prior order and further stated that they did not understand the terms agreed to in the prior order. The November 10, 2025 order was issued on consent of the parties and was further not challenged or overturned on a Board review or appeal. As such, I find that the terms of this order are confirmed and final and further note that the Board's application record confirms that the Tenants consented to and understood the terms they agreed to.
6. At the hearing the Tenants stated that they are currently on a fixed income (CPP and Old Age Security) and as such are unable to comply with the previously ordered terms. The Tenants proposed a new repayment plan in which they would pay the rent on time, plus an additional \$200.00 per month.
7. The Landlord opposed the Tenants request and stated that the non-payment of rent has had a financial burden on him, which has required the Landlord to obtain debts on a line of credit to pay the mortgage payments on the property.
8. Based on the evidence and submissions before the Board, I find that it would be unfair to grant the Tenant's motion.
9. Under the Act, the general intention is that the Board has an obligation to uphold and enforce the agreements into which landlords and tenants enter into. If it does not do so, then there is little incentive for parties to attempt negotiation. Board orders and mediated agreements are not mere suggestions with respect to conduct, but legally binding orders. If the Board does not uphold and enforce its own orders, disrespect for the Board's processes will inevitably ensue.
10. The evidence before the Board is clear that the Tenants were previously in arrears of rent, that the Landlord had attempted in good faith to negotiate a repayment plan for the Tenants and that the Tenants have breached every ordered term of the repayment plan as of the date of the motion hearing. The evidence before the Board is clear that the Tenants are either financially incapable of or unwilling to pay the monthly rent and arrears owing to the Landlord. I find that any new repayment plan ordered would also likely be breached given the Tenant's recent payment history.
11. I am however mindful to the fact that the Tenants have resided in the rental unit for approximately 10 years and are seniors. As such, the stay of the order will be lifted on February 15, 2026 to allow the Tenants some additional time to secure alternate living accommodations. I find that delaying the lifting of the stay beyond this date would be prejudicial to the Landlord as it would likely result in additional arrears owing.
12. This Order contains all the reasons for this matter. No further reasons will issue.

It is ordered that:

1. The motion to set aside Order LTB-L-092255-25, issued on November 17, 2025, is denied.
2. The stay of order LTB-L-092255-25 is lifted February 15, 2026.

January 14, 2026
Date Issued

Fabio Quattrociocchi
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.