



**Order under Section 77(8)
Residential Tenancies Act, 2006**

File Number: LTB-L-094560-25-SA

In the matter of: 61 BISCAYNE BLVD
SCARBOROUGH ON M1R1A1

Between: LAURA PORTILLO Landlord

And

ARTURO JIMENEZ Tenant

LAURA PORTILLO (the 'Landlord') applied for an order to terminate the tenancy and evict ARTURO JIMENEZ (the 'Tenant') because the Tenant entered into an agreement to terminate the tenancy.

The Landlord's application was resolved by order LTB-L-094560-25, issued on November 24, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-094560-25.

The motion was heard by videoconference on January 6, 2026.

The Landlord Laura Portillo, Landlord's Agent Joyanta Banik, and the Tenant Arturo Jimenez attended the hearing.

The Tenant was assisted by their Spanish translator Odalis Rodriguez because the Tenant does not speak English. The Landlord was assisted by their Spanish translator Desiree Vasquez because the Landlord does not speak English.

Determinations:

1. The Landlord and the Tenant entered into an agreement to terminate the tenancy effective October 31, 2025. The Tenant did not vacate the rental unit in accordance with that agreement. As a result, the Landlord obtained ex-parte eviction order LTB-L-094560-25.
2. The Tenant filed a motion to set aside the eviction order. At the hearing, the Tenant confirmed that they are not disputing the validity of the agreement to terminate the tenancy. The Tenant's request is solely for additional time to move out of the rental unit due to personal and financial circumstances.

3. After considering all of the circumstances, I find that it would be unfair to set aside the eviction order. A motion to set aside is not intended to provide relief based only on the impact of eviction where the termination of the tenancy arose from a valid agreement between the parties and that agreement is not in dispute.
4. In assessing fairness, I considered that the Tenant has accrued rent arrears exceeding \$11,000.00 and has made no rent payments since June 2025. The Tenant acknowledged the arrears at the hearing. The evidence establishes that the Landlord has already allowed the Tenant to remain in possession of the rental unit for several months beyond the agreed termination date without payment of rent.
5. I considered the Tenant's submissions regarding their family circumstances, employment situation, and the difficulty of moving during winter. However, these factors, on their own, do not justify setting aside the eviction order, particularly where the Tenant has not demonstrated any ability to pay rent or arrears during the additional time requested.
6. I find that granting the Tenant further delay would unfairly prejudice the Landlord, who has continued to incur additional expenses without receiving rent.
7. However, I find it appropriate to lift the stay of the eviction order to January 27, 2026, to provide the Tenant with a short and defined period to make final arrangements to vacate the rental unit. This limited continuation of the stay reasonably balances the Tenant's circumstances with the Landlord's right to regain possession of the rental unit.

It is ordered that:

1. The motion to set aside Order LTB-L-094560-25, issued on November 24, 2025, is denied.
2. The stay of Order LTB-L-094560-25 is lifted on January 27, 2026.
3. Order LTB-L-094560-25 is unchanged.

January 16, 2026
Date Issued

Kyle Anderson
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.