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

Citation: Sinck Holdings Inc v Stephan, 2026 ONLTB 5622
Date: 2026-01-16
File Number: LTB-L-096777-25-SA

In the matter of: 909, 3969 KINGSTON RD
SCARBOROUGH ON M1J3H8

Between: Sinck Holdings Inc — Landlord

And

Elie Stephan — Tenant

Sinck Holdings Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Elie Stephan (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 order issued by the LTB on October 20, 2025 with respect to application LTB-L-066081-25.

The Landlord’s application was resolved by order LTB-L-096777-25, 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-096777-25.

This motion was heard by videoconference on January 8, 2026.

The Landlord’s legal representative, Bryan Rubin, the Landlord’s property manager, Elizabeth Peros, the Tenant and the Tenant’s support person, Eyob Lepisa, attended the hearing.

Determinations:

<u>The Breach</u>

1. The Tenant failed to meet a condition specified in the order issued by the LTB on October 20, 2025, with respect to application LTB-L-066081-25. The Tenant failed to pay November’s rent by November 1, 2025, and failed to pay $400.00 towards the arrears by November 1, 2025.

<u>The Surrounding Circumstances</u>

2. As I am satisfied that the Tenant breached the order issued on October 20, 2025, the next issue before me is whether it would be unfair in all the circumstances to grant the Tenant's motion and set aside the eviction order issued on November 24, 2025. For the following reasons, I find that it would not be unfair to grant the Tenant's motion.

3. First, I recognize that the Tenant breached the order issued on October 20, 2025, because he made a poor decision. The Tenant admits that he sent approximately $3,400.00 to his wife and her father in the Dominican Republic (the 'DR'). The Tenant says he did this because his father-in-law was diagnosed with cancer and the hospital in the DR required advanced payments before they treated him.

4. I also recognize that this is not the first time the Tenant has sent money to his family members in the DR. The Tenant admits that his father-in-law was first diagnosed with cancer in July 2025 and he sent money to his family at that point. The Tenant also admits that he sends monthly payments of approximately $1,200.00 to support his wife and young daughter in the DR.

5. I would also observe that, based on the Tenant's testimony at the hearing, it is very likely that he has difficulty managing his own finances. The Tenant has investment assets in the amount of $31,000.00 but also has outstanding debts in the amount of $44,000.00. The Tenant has a moderate monthly income with very few monthly expenses, and yet he accumulated rent arrears at one point of well over $7,000.00. The Tenant's poor financial decisions in the past support and his current debt load support my finding that the Tenant has difficulty managing his own finances. In the normal course of events, if a tenant is experiencing ongoing financial difficulty and is making poor financial decisions, I would normally find that this pattern of behaviour would be likely to continue and any efforts to save the tenancy would therefore be futile. However, that is not the case here.

6. Despite the Tenant's poor decisions, he has taken several important steps which persuade me that he is willing and able to pay his monthly rent, he can afford to continue to live in the rental unit, and the Landlord's interests will be protected.

7. In particular, at the hearing, the Tenant was accompanied by a support person, 'EL' from "Eviction Prevention in the Community" ('EPIC'). EL says that the Tenant is on his "caseload" and he has been working with the Tenant to secure his finances and maintain his tenancy going forward. EL has helped the Tenant find 'Billy at Good Shepherd' which is a non-profit organization helping the Tenant gather documents to file for consumer protection to address his significant debts. EL has also introduced the Tenant to 'Rebecca' who is a federal public servant and a voluntary financial trustee. Rebecca has helped the Tenant divert his CPP pension directly to the Landlord so his rent can be paid in full and on time each month without any action by the Tenant.

8. EL has also introduced the Tenant to the Office of the Public Guardian and Trustee (the 'OPGT') who currently has the Tenant on a 3-month waiting list. EL explains that Rebecca is in place until the OPGT can conduct their assessment of the Tenant and then begin taking steps to manage his finances more effectively.

9. Most importantly, on December 5, 2025, the rent bank helped the Tenant pay almost all of the outstanding arrears in the amount of $7,200.00. The only outstanding amount is currently **$293.14** which the Tenant says he can pay in full by January 31, 2026.

10. All of these steps suggest to me that the Tenant is highly motivated to preserve this tenancy and he is willing and able to pay his rent in full and on time going forward. The Tenant and EL both say that the Tenant's CPP pension of $1,200.00 per month will now be paid directly to the Landlord. According to the Landlord's L4 application, the Tenant's monthly rent is $1,139.22. By diverting the Tenant's CPP pension directly to the Landlord, I am satisfied that the Landlord will continue to receive the monthly rent in full and on time as this tenancy continues. I also find that the Tenant's ability to pay the small outstanding balance by January 31, 2026, eliminates any ongoing prejudice to the Landlord.

11. I have also considered that this is a very long-term tenancy as the Tenant has been living in the rental unit for approximately 16 years. I have also considered that the Tenant is 79 years old and has some cognitive limitations and health conditions which would make terminating this tenancy particularly challenging for the Tenant. These factors suggest to me that terminating this tenancy must be a remedy of last resort.

12. However, the Tenant is cautioned that any future failure to pay his monthly rent in full and on time will not be looked upon favourably by the Board. The Tenant has taken important steps to secure and manage his finances and he is cautioned that there may be serious consequences if he makes any future decisions which put his monthly rent in jeopardy.

13. For all of these reasons, and after considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-096777-25 and require the Tenant to pay the small remaining balance to the Landlord by January 31, 2026. An order will issue accordingly.

It is ordered that:

1. The motion to set aside Order LTB-L-096777-25, issued on November 24, 2025, is granted.

2. Order LTB-L-096777-25, issued on November 24, 2025, is set aside and cannot be enforced.

3. The previous order issued on October 20, 2025, with respect to LTB-L-066081-25 is cancelled and replaced with the following order:

4. On or before January 31, 2026, the Tenant shall pay to the Landlord **$293.14** for arrears of rent for the period ending January 31, 2026.

5. If the Tenant fails to make the payment in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 4 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the Board pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after January 31, 2026. The Landlord must make this application no later than 30 days after the Tenant's failure to make the payment.

January 16, 2026
Date Issued

Laura Hartslief
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.