



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

Citation: 2491364 ONTARIO INC v VILLOTA, 2026 ONLTB 6741

Date: 2026-01-26

File Number: LTB-L-102551-25-SA

In the matter of: 1216, 1440 LAWRENCE AVE W
TORONTO ON M6L1B4

Between: 2491364 ONTARIO INC Landlord

And

ROSA VILLOTA Tenant

2491364 ONTARIO INC (the 'Landlord') applied for an order to terminate the tenancy and evict ROSA VILLOTA (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 February 12, 2025, with respect to application LTB-L-039306-24-RV.

The Landlord's application was resolved by order LTB-L-102551-25, issued on December 11, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-102551-25.

This motion was heard by videoconference on January 14, 2026.

The Landlord's legal representative, Geoff Paine, the Tenant, the Tenant's legal representative, Kyle Warwick, and the Tenant's witness, Marcos Maturell, attended the hearing.

Determinations:

1. The Tenant filed a review of the Board order LTB-L-039306-24 terminating the tenancy and evicting the Tenant for non-payment of rent. The Tenant's review request was resolved on consent by order LTB-L-039306-24-RV issued on February 12, 2025. The order provided that the Landlord could apply to the Board under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if they failed to make the arrears and rental payments specified in the order

Breach of the Order

2. There is no dispute that the Tenant breached order by failing to pay the lawful rent that was due on December 1, 2025, and failing to pay \$1,500.00 towards the arrears on or before December 1, 2025.

The Tenants' Motion

3. This motion is brought pursuant to subsection 78(11) of the Act. As I am satisfied that the Tenant breached the order issued on February 12, 2025, the only issue before me is whether I am "satisfied, having regard to all the circumstances, that it would not be unfair to set aside the order".
4. The Tenant testified she relied on her son to help her make both the arrears and rent payments. The Tenant stated her son was doing so until he lost his job in June 2025. The Tenant said her son has found a new job and can start assisting her financially again. The Tenant would like the Board to consider a new payment plan with the same payment of \$1,500.00 monthly towards the arrears.
5. The Tenant has lived in the rental unit for 20 years. The Tenant has been unable to work since 2008 due to sight loss caused by her diabetes. The Tenant's income source currently is Ontario Works (OW) payments of \$820.00 per month. The Tenant has applied for disability payments but has been denied twice. The Tenant is working on obtaining the documents required for ODSP to reconsider her application. The Tenant agreed that her OW payment only covers her monthly living expenses excluding her rent. The Tenant must rely on her son to make her rent payments.
6. The Tenant's son, Marcos Maturell (M.M.) testified that it took several months to find work after losing his job in June 2025. M.M. lives with his girlfriend in a townhouse close to his mother's rental unit. The Tenant's son stated that his girlfriend is a teacher and covers all his expenses and because of this he has the ability to assist his mother financially.
7. The Tenant's son testified he was hired as a Passenger Service Agent at Pearson airport and started work last week. M.M. stated that he was also hired by a retail shoe store as a key holder and he will begin that second job at the end of January 2026. M.M. testified his combined income from both jobs will be approximately \$3,000.00 per month.
8. The Landlord's legal representative submitted that the Landlord is opposed to another payment plan. The Landlord's position is that the Tenant has been given relief from eviction multiple times and continues to breach Board orders.
9. It was undisputed that the arrears and costs owing to the Landlord by the Tenant have increased to \$21,279.04 to January 31, 2026.
10. Based on the testimony and evidence before me, I am not satisfied that the Tenant has the ability to honour another payment plan. The Tenant's plan is 100% dependent on her son's financial support. The Tenant's son just started new employment and has no ability to prove his income will be \$3,000.00 per month as he states. Assuming the Tenant's son's income will be the amount he states, after paying his mother's rent and proposed arrears payment the Tenant's son would be left with approximately \$107.00 for his own

personal use. The girlfriend of the Tenant's son was not present to testify that she has the ability or is agreeable to paying all expenses for the couple so the Landlord's son can give his entire earnings to his mother. Given all of the above, I find this plan to be implausible.

11. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-102551-25.

The Lifting of the Stay

12. As I am satisfied that the Tenant's motion should be denied, the next issue before me is when to lift the stay of the eviction order. The Landlord says that after filing eviction orders with the sheriff's office, the orders are being executed within 6 to 8 weeks. As this is a long-term tenancy and in recognition of the Tenant's financial position and health challenges, I find that it would not be unfair to delay lifting the stay until February 13, 2026, to give the Tenant every opportunity to find alternate accommodations. An order will issue accordingly.

It is ordered that:

1. The motion to set aside Order LTB-L-102551-25, issued on December 11, 2025, is denied.
2. The stay of order LTB-L-102551-25 is lifted on February 13, 2026.

January 26, 2026
Date Issued

Melissa Anjema
Member, Landlord and Tenant Board

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