



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

**Citation:** Brewster v El Tamalawy, 2026 ONLTB 6978

**Date:** 2026-01-22

**File Number:** LTB-L-098642-25-SA

**In the matter of:** 401, 16 CONCORD PL  
GRIMSBY ON L3M0J1

**Between:** Bradley Brewster Landlord

**And**

Fathi El Tamalawy Tenant

Bradley Brewster (the 'Landlord') applied for an order to terminate the tenancy and evict Fathi El Tamalawy (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 27, 2025 with respect to application LTB-L-068352-25.

The Landlord's application was resolved by order LTB-L-098642-25, 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-098642-25.

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

The Landlord and the Tenant attended the hearing.

### **Determinations:**

#### The Breach

1. There is no dispute that the Tenant failed to meet a condition specified in the order issued by the LTB on October 27, 2025 with respect to application LTB-L-068352-25. The Tenant failed to pay November's rent by November 1, 2025, and failed to pay \$1,050.00 towards the arrears by November 15, 2025.

#### The surrounding circumstances

2. As I am satisfied that the Tenant breached the order issued on October 27, 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 December 1, 2025. For the following reasons, I find that it would be unfair to grant the Tenant's motion.

3. I say this because it is clear to me that the Tenant simply cannot afford to live in the rental unit. The monthly rent is \$2,100.00. The Tenant's own monthly income is \$1,606.00. The Tenant says his wife makes \$1,249.00 from ODSP but she does not currently reside in Canada; she is living with their son in Egypt as she recently suffered an accident in that country. Even if I am satisfied that the Tenant is entitled to receive his wife's ODSP payments while she lives outside of Canada, I am still not satisfied that the Tenant can afford the monthly rent as well as any additional expenses like groceries or other bills. For these reasons, I am not satisfied that this tenancy is financially sustainable. This means the tenancy must be terminated.
4. I have also considered that the outstanding arrears are currently \$17,400.00 and rising. The Tenant has failed to make any payments to the Landlord since November 2025. Although the Tenant says that he can pay these outstanding arrears, I do not find his testimony to be credible on this point. The Tenant says he expects to receive a payment of \$500,000.00 from his cousin in Africa. The Tenant says that his cousin has to transfer the money to a bank in United States and then transfer the money from there to Canada. Even though the Tenant described multiple bank transactions, the Tenant was unable to provide any documentary evidence to support his testimony and I am therefore not persuaded that the Tenant will receive this significant payment in the near future. I also note that the Landlord says the Tenant has been telling him about this payment for about 8 months but still has not received this money. This supports my finding that the Tenant is not likely to receive this significant payment in the near future.
5. As I am not satisfied that the tenancy is financially sustainable and I am not satisfied that the Tenant can pay the outstanding arrears, this means this tenancy must be terminated. For these reasons, and after considering all of the circumstances, I find that it would be unfair to grant the Tenant's motion. This means the Tenant's motion must be denied.

#### Lifting the Stay

6. As I am denying the Tenant's motion, the next issue before me is when to lift the stay. The Landlord is asking that the stay be lifted immediately. The Tenant is requesting a delay of approximately one month. For the following reasons, I find that the stay should be lifted immediately.
7. I say this because I am satisfied that the Tenant has a suitable place to live that is available immediately. The Tenant says that his wife is currently living with their son in Egypt. When I asked the Tenant if he could move there as well, the Tenant said this was not possible because he prefers the medication available to him in Canada. I find the Tenant's response on this point to be unreasonable and it simply does not justify delaying this eviction. In fact, any additional delay will only increase the financial prejudice to the Landlord as the arrears continue to increase. For these reasons, the stay must be lifted immediately.
8. This order contains all of the reasons within it and no further reasons will be issued.

**It is ordered that:**

1. The motion to set aside Order LTB-L-098642-25, issued on December 1, 2025, is denied.
2. The stay of order LTB-L-098642-25 is lifted immediately.
3. Order LTB-L-098642-25 is unchanged.

**January 22, 2026**

**Date Issued**

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**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.