



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

Citation: Morguard NAR Canada Limited Partnership v Aikal, 2026 ONLTB 7493

Date: 2026-01-23

File Number: LTB-L-072639-25-SA

In the matter of: 2512, 47 THORNCLIFFE PARK DR
TORONTO ON M4H1J5

Between: Morguard NAR Canada Limited Partnership Landlord

And

Imran Aikal Tenant

Morguard NAR Canada Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Imran Aikal (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 July 16, 2025 with respect to application LTB-L-055523-25 and LTB-L-039825-25-SA.

The Landlord's application was resolved by order LTB-L-072639-25, issued on September 9, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-072639-25.

This motion was heard by videoconference on October 22, 2025.

The Landlord's agent, N. Abiniakine and the Tenant attended the hearing. The Tenant spoke to Tenant Duty Counsel prior to the hearing.

Determinations:

1. The Tenant admits that he failed to meet a condition specified in the order issued by the LTB on July 16, 2025 with respect to application LTB-L-055523-25 & LTB-L-039825-25-SA.
2. The hearing on July 9, 2025, was a set aside hearing for the Tenant's failure to meet a condition in an earlier order issued in May 2024. It also settled the Landlord's L1 application at the same time.
3. It is undisputed that the order issued on July 16, 2025, to settle arrears and the Tenant's set aside motion was the result of a discussion had by the parties, and the payment plan

that resulted from that discussion was proposed by the Tenant himself. It was consented to by the Landlord.

4. It is also undisputed that the Tenant almost immediately breached his own proposal. He did not make the payment of \$1,850.00 by July 31, 2025, that he had agreed to. Instead, he made a short payment of \$1,600.00. By the time of the hearing on October 22, 2025, the Tenant had made no further payments to the Landlord.
5. When queried why the Tenant had breached a payment that he himself had proposed only a couple of weeks earlier, the Tenant repeatedly mentioned his expectation of receiving some money back from his ex-wife. He was unable to explain why he expected any money back from a payment that he had been ordered to pay by the Family Responsibility Office. In addition, that payment had already been made to his ex-wife in May 2025, and he was well aware of it in July 2025, when he proposed the payment plan to the Landlord.
6. Nevertheless, the Tenant said that his circumstances had changed since July 2025 because he was now going to take up a job at the beginning of November 2025 that would provide him with sufficient income to pay his rent in full every month, in addition to a \$500.00 payment towards the arrears he now owes the Landlord. The arrears now owed to the Landlord are \$7,584.19 to October 31, 2025.
7. The Tenant had not disclosed any documentary evidence of his upcoming job. I permitted him until October 24, 2025, to send in a post-hearing submission that provided documentation of his upcoming job.
8. On October 24, 2025, the Tenant disclosed a pay stub that covers the pay period from October 6 to October 19, 2025. It provides him with a bi-weekly income of \$1,544.01 after tax, and after his wages have been garnished for "family support".
9. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-072639-25 for the reasons that follow.
10. All the evidence indicates, on a balance of probabilities, that the Tenant has not been in good faith. He proposed a payment plan in July 2025, and then he immediately breached it. He was unable to provide a credible explanation for why he proposed a plan that he had to have known that he was unable to comply with. After breaching the plan by short-paying the Landlord, he paid nothing at all until the day of the hearing. At the hearing, he said that he was to take up a job in November that would provide him sufficient income to pay the monthly rent as well as \$500.00 towards the arrears. The Tenant's post-hearing submission indicates that he was already working at the time of the hearing, and he failed to disclose that fact at the hearing. In fact, the job he already had on the date of the hearing provides him with barely enough income to pay the rent, taking into account his other expenses, such as car, insurance and utilities that add up to at least \$400.00 in addition to the monthly rent of \$1,837.06. His income is not sufficient to pay an extra \$500.00 per month towards the arrears. It was obviously insufficient for him to pay anything at all to the Landlord between August and October 2025. In any case, the history of this matter shows that the Tenant lacks credibility. He was unable to demonstrate any real change in circumstances between July and October 2025 that would make a new payment plan viable.

11. The arrears are now substantial, and they are increasing each month. I find that the tenancy is no longer viable, and it is prejudicial to the Landlord for it to continue.

It is ordered that:

1. The motion to set aside Order LTB-L-072639-25, issued on September 9, 2025, is denied.
2. The stay of order LTB-L-072639-25 is lifted immediately.
3. Order LTB-L-072639-25 is unchanged.

January 23, 2026
Date Issued

Nancy Morris
Member, Landlord and Tenant Board

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