



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

File Number: LTB-L-098235-25-SA

In the matter of: 1148 Aire Place
Windsor ON N8S4G2

Between: 10247162 Canada Inc Landlord

And

ABDALLAH ALI MAHMOUD AL SAYYED Tenant
FERYAL MOHAMMAD MAHMOUD
ALYOUNIS

10247162 Canada Inc (the 'Landlord') applied for an order to terminate the tenancy and evict ABDALLAH ALI MAHMOUD AL SAYYED and FERYAL MOHAMMAD MAHMOUD ALYOUNIS (the 'Tenant') because the Tenant did not meet a condition specified in the with respect to application .

The Landlord's application was resolved by order LTB-L-098235-25, 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-098235-25.

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

The Landlord's Agent Nick Nicolenco, the Landlord's Legal Representative Louis Marion, and the Tenant Abdallah Ali Mahmoud Al Sayyed attended the hearing.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

There was a breach of the previous order

1. The Landlord's original application was resolved by an order issued on October 6, 2025, which imposed conditions requiring the Tenant to pay rent on time. The Tenant failed to meet a condition specified in that order.

2. At the motion hearing, it was undisputed that the Tenant did not pay the rent when it came due on November 15, 2025. Although the Tenant subsequently made payments in December and testified that the rent arrears were later brought up to date, the condition of the order required payment on time.

The surrounding circumstances

3. The Tenant explained that the November 15, 2025 payment was late due to competing financial obligations, including childcare expenses, transportation costs related to work, and household expenses. The Tenant also testified about family responsibilities, changes in employment, and anticipated increases in income. However, these circumstances largely pre-dated the issuance of the conditional order, or were general financial pressures rather than new or unexpected events arising after the order was made.
4. I am not satisfied that the Tenant demonstrated a material change in circumstances since the conditional order was issued, or that the Tenant has now established a reliable ability to comply with the requirement to pay rent on time going forward. The evidence shows a pattern of late payments, including an immediate breach shortly after the order was issued.
5. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-098235-25. The purpose of the conditional order was to give the Tenant an opportunity to preserve the tenancy by strictly complying with payment deadlines. That condition was not met, and setting aside the order would undermine the effectiveness of conditional relief and unfairly prejudice the Landlord.

The stay is lifted on February 20, 2026

6. I find that it would be unfair to the Landlord to permit the Tenant to continue possession of the rental unit in circumstances where there has been a clear breach of the conditional order and a history of persistently late payments. Therefore, the stay of order LTB-L-098235-25 is lifted on February 20, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-098235-25, issued on December 1, 2025, is denied.
2. The stay of order LTB-L-098235-25 is lifted on February 20, 2026.
3. Order LTB-L-098235-25 is unchanged.

January 28, 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.