



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

File Number: LTB-L-099646-25-SA

In the matter of: 608, 851 RICHMOND RD
OTTAWA ON K2A3X2

Between: Homestead Land Holdings Limited Landlord

And

Ayoko D'Almeida Tenant

Homestead Land Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Ayoko D'Almeida (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 3, 2025 with respect to application LTB-L-037248-25-SA.

The Landlord's application was resolved by order LTB-L-099646-25, issued on . This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-099646-25.

This motion was heard by videoconference on December 18, 2025.

The Landlord's Legal Representative, Prarthana Bhat, and the Tenant's spouse, Edmond Edoh, who also lives in the rental unit ("E.E") attended the hearing.

The Tenant, Ayoko D'Almeida signed into the hearing to provide authorization for Edmond Edoh to represent her during the proceedings as she is at work.

Determinations:

The motion to Set Aside the Order LTB-L-099646-25

1. E.E agrees that they failed to meet a condition specified in the order LTB-L-037248-25-SA issued on July 3, 2025. Specifically, the Tenant failed to pay the rent for the rental period starting November 1, 2025 and ending November 30, 2025, on or before November 1, 2025 and the Tenant failed to make a payment of \$335.76 on or before November 1, 2025.
2. E.E testified that he did not pay his rent on November 1, 2025 as his car payment or his car insurance payment was taken out of this account, and he was unable to make the rent

payment. He stated that he is in difficult position and was going through financial hardships. E.E testified that he was unable to work for a year as he did not have a work permit, and then found a job in January 2025. He is requesting another chance to pay the arrears to the Landlord. He stated that there was a partial payment for rent for December 2025 made to the Landlord, and he can make the next payment on December 25, 2025, as that is when he gets paid. When asked about paying rent for January 2026 along with the arrears payment, he stated that he is not confident they can make those payments, as he will not have money until the 8th of January.

3. E.E stated that he is requesting to shift the days of when payments are due and wants to find a date that works however he is not in a right state of mind to provide specific dates.
4. E.E estimated that his monthly income is approximately \$1,300.00 bi-weekly. E.E testified that he is uncertain if he can pay rent on time for January 2026 and is requesting an extension to make payments to the Landlord.
5. Upon cross examination, he testified that the Tenant's monthly income is approximately \$2,600.00 as well, and their household expenses are approximately \$2,700.00, not including the monthly rent.
6. The Landlord's Legal Representative sought for the Board to deny the Tenant's motion to set aside order LTB-L-099646-25 issued on December 2, 2025, as the Tenant does not dispute breaching the condition set out in the order. They submit that this is the second time they are appearing before the Board on a Tenant motion to set aside. The Landlord consented to the Tenant's previous motion to set aside before the Board in June 2025, to give the Tenant another opportunity to continue their tenancy (LTB-L-037248-25-SA). The fact that the Tenant breached another consent order demonstrates to the Landlord that the Tenant does not have the financial means to continue the tenancy.

Analysis

7. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-099646-25, issued on December 2, 2025. Indeed, despite the Tenant being given another opportunity to preserve their tenancy by entering into another payment plan, the Tenant failed to abide by the aforementioned repayment plan. Although the Tenant associated their inability to pay the rent for the month of November 2025, on or before November 1, 2025 to having their car payment or insurance payment taken out of their account, however based on the Tenant's testimony, I am not satisfied that the Tenant demonstrated that there will be a significant change in their financial circumstances to be able to pay their rent in full and on time, along with the arrears.
8. Furthermore, while the Tenant expressed a desire to continue their tenancy, they were unable to submit a repayment proposal for the arrears of rent for the Board to consider, in which they were confident they were able to abide by. A review of the Tenant's current income and expenses demonstrates that the Tenant does not have the financial means to pay the ongoing monthly rent and submit payments towards the arrears of rent.
9. As such, I am not satisfied that the Tenant has the financial means to enter into a new repayment plan for their arrears of rent and pay their ongoing rent in full and on time.

10. I am not satisfied that the Tenant has the ability to pay the arrears and abide by the payment plan. It appears that the Tenant does not have the financial capability to continue the tenancy of their own according, under their current circumstances. I find that Tenant's inability to pay the arrears of rent, and the ongoing rest would result in additional prejudice to the Landlord. Accordingly, the Tenant's motion to set aside the order LTB-L-099646-25 issued on December 2, 2025 is denied.

The Lifting of the Stay

11. The Tenant did not provide a timeline regarding a delay in lifting of the stay of order LTB-L-099646-25. The Tenant testified that it would be difficult to move for him and his family, and he has no one he could stay with during this time.
12. The Landlord was amenable to posting the lifting of the stay until January 31, 2026.
13. While I am cognizant that that Tenant will need some time to find alternate housing accommodations, I find that it would be unfair to delay the lifting of the stay beyond January 31, 2026. Indeed, the Tenant has developed a pattern of accumulating rent arrears and has not demonstrated any ability to pay any such amounts, along with the ongoing monthly rent, moving forward.

It is ordered that:

1. The motion to set aside Order LTB-L-099646-25, issued on December 2, 2025, is denied. The order LTB-L-099646-25 is unchanged.
2. The stay of order LTB-L-099646-25 is lifted on January 31, 2026.

January 28, 2026
Date Issued

Nathalia Debski
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.