



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

File Number: LTB-L-088156-25-SA

In the matter of: 1212, 6030 BATHURST ST
NORTH YORK ON M2R1Z9

Between: Hazelview Property Services Inc.

Landlord

And

Andrews Anning

Tenant

Hazelview Property Services Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Andrews Anning (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 29, 2025 with respect to application LTB-L-004014-25-SA.

The Landlord's application was resolved by order LTB-L-088156-25, issued on . This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-088156-25.

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

The Landlord's Legal Representative, Peter Lopez and the Tenant, Andrews Anning attended the hearing.

Determinations:

The Motion to Set Aside the Order

1. The Tenant agrees that they failed to meet a condition specified in the order LTB-L-004014-25-SA issued on July 29, 2025. Specifically, the Tenant failed to pay the rent on October 1, 2025 for the rental period of October 1, 2025 to October 31, 2025 and \$1,000.00 towards the arrears on or before September 20, 2025.
2. The Tenant testified that the reason he did not make the payment was due to him only working part time hours at work. He thought that he would get full time hours however the shifts were short. As of November 2025, he is working full time. The reason he has fallen behind in arrears was as a result motor vehicle accident that took place in November 2023.

He stated that he made a payment of \$1,000.00 to the Landlord the day before the hearing and plans to make another payment shortly after the hearing.

3. The Tenant states that the Landlord has been accommodating to his circumstances, however he is requesting an extension to pay the arrears. He has an upcoming Court date for his motor vehicle accident in April 2026. He is seeking an extension until June 2026 to pay the arrears and will be making payments towards the arrears in the interim. The financial hardship that he is going through stems from the motor vehicle accident, and he did not receive insurance payments for months when he was injured.
4. The Tenant testified that his monthly income is approximately \$2,800.00 and he lives with his wife and three children. His wife is currently not employed as she recently graduated college.
5. Upon cross examination, the Tenant testified that this is his second motion to set aside, and the reason for this breach is stemming from the same reason as his previous breach which is the motor vehicle accident. He further testified that he did not apply for social assistance as it was going to be less than what he is already making, and he as told his personal injury lawyer that he is in a financial hardship and needs money.
6. The Landlord's Legal Representative sought for the Board to deny the Tenant's motion to set aside order LTB-L-088156-25 as the Tenant does not dispute breaching a condition in the order LTB-L-004014-25-SA issued on July 29, 2025 . 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 July 2025, to give the Tenant another opportunity to continue their tenancy (LTB-L-004014-25-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-088156-25 issued on October 28, 2025. Indeed, despite agreeing to the repayment schedule set out in the order LTB-L-004014-25-SA issued on July 29, 2025, the Tenant failed to abide by the aforementioned repayment plan.
8. Although the Tenant associated their inability to pay the rent for October 2025 on time, and the arrears on or before September 20, 2025 to their financial hardship resulting from their motor vehicle accident, the Tenant did not offer sufficient evidence to demonstrate that there has been a change in their financial circumstances, that will result in them being able to abide by the repayment plan. Although I heard the Tenant's submission that they have a Court date for their motor vehicle accident scheduled in April 2026, the Tenant did not offer sufficient evidence of how much money they will receive as a settlement, and/or that they will be receiving a settlement on that date so that they will have the money to repay the arrears to the Landlord. Based on their testimony, there were no significant changes to their income before and after agreeing to the repayment plan ratified through the order LTB-L-004014-25-SA issued on July 29, 2025.
9. 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.

10. Since the Tenant did not demonstrate a clear change in their financial situation between the moment they entered into the repayment plan and as it appears that the Tenant does not have the financial capability to continue the tenancy of their own accord, under their current circumstances, I find the Tenant's inability to pay the arrears of rent, and the ongoing rent would result in additional prejudice to the Landlord. Accordingly, the Tenant's motion to set aside the order LTB-L-088156-25, issued on October 28, 2025, is denied.

The Lifting of the Stay

11. The Tenant stated that he will require a lot of time to move out if his motion is denied due to his financial circumstances. As mentioned, he lives with his wife who is not employed and his three children, ages eleven, three and two years old.
12. The Landlord's Legal Representative stated that the arrears are continuing to accrue and are causing the prejudice to the Landlord.
13. While I am cognizant that that Tenant will need some time to find alternate housing accommodations, I do not find that it would be unfair to delay the lifting of the stay to February 28, 2026 given the Tenant's financial circumstances. 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-088156-25, issued on October 28, 2025 , is denied. The order LTB-L-088156-25 is unchanged.
2. The stay of order LTB-L-088156-25 is lifted on February 28, 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.