



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

File Number: LTB-L-102575-25-SA

In the matter of: 109, 460 LEITCH DR
CORNWALL ON K6H7L5

Between: City of Cornwall Housing Services Landlord

And

Tanweer Khan Tenant
Fariha Naz

City of Cornwall Housing Services (the 'Landlord') applied for an order to terminate the tenancy and evict Tanweer Khan and Fariha Naz (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 February 6, 2023 with respect to application LTB-L-026422-22.

The Landlord's application was resolved by order LTB-L-102575-25, issued on December 29, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-102575-25.

This motion was heard by videoconference on January 19, 2026.

The Landlord's representative Chantal Blanchard and the Tenants attended the hearing.

Determinations:

1. The Tenants' motion to set aside the eviction order was brought pursuant to subsection 78(11) of the Residential Tenancies Act, 2006 (the "Act")
2. The Board must first determine whether or not the Tenants breached order LTB-L-026422-22 issued on February 6, 2023 (the "Section 78 Order").
3. The Section 78 Order provided that the Landlord could apply to the Board under section 78 of the Act without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant did not meet certain conditions specified in the order. If the Board finds that the Tenant did breach the Section 78 Order, then the Board must decide whether or not "in all the circumstances" it would be "unfair to set aside" the eviction order. If the Board determines that it would not be unfair to set aside the eviction order then the Board is

supposed to grant the motion and set aside the order. If the Board determines that it would be unfair to set aside the eviction order then the motion must be denied.

4. The Tenants admit to breaching the Section 78 Order. In particular, the Tenants admit to not paying the required \$50 towards the outstanding arrears on or before November 20, 2025, as well as the lawful rent in full on or before December 1, 2025
5. The next issue is whether or not “in all the circumstances” it would be “unfair to set aside” the eviction order.
6. The current rental arrears as of January 31, 2026 are \$8520.00. As of September 2025, the monthly rent was changed to \$1125.00 due to a loss of subsidy due to the Tenants’ not filing the required paperwork. Previously, the monthly rent was \$142/month. The Tenants seek to remain at the rental unit, noting they have a 13-year-old child, have lived at the property for 8 years and have no other accommodation prospects at the present time. The Tenant Fariha Naz (“Tenant FN”) noted that due to her severe health issues, she has been unable to work. The Tenant Tanweer Khan (The “Tenant TK”) testified he was providing care for the Tenant FN and consequently, his employment was impacted as a result. The Tenant TK testified that he intends to resume work within the week at his prior employment performing delivery services and earning nearly 400/week. The Tenants noted they also receive a \$600/month child benefit and proposed to pay back the arrears at \$150/month.
7. The Landlord requests that the Tenants’ motion be denied and requested that the stay of eviction be lifted. The Landlord’s representative noted that the Tenants have been non-communicative and have demonstrated an inability to abide by payment plan terms.
8. In all the circumstances, including the Tenants’ family situation, the resulting impact due to the Tenant FN’s health struggles and the Tenant TK’s recent retention of employment, I find it would not be unfair to set aside the order as requested by the Tenants. I understand and sympathize with the Landlord’s concerns regarding the Tenants’ multiple missed rent payments; however, the original payment order was rendered in 2023 and the Tenants were making consistent rent payments until their recent health struggles. Moreover, if the Tenants abide by the payment plan proposed below, the arrears will be satisfied in or around the same time as contemplated in the original Section 78 Order.

It is ordered that:

1. The Tenant’s motion to set aside order LTB-L-102575-25 is granted.
2. Order LTB-L-102575-25 issued on December 29, 2025 is set aside and cannot be enforced.
3. Order LTB-L-026422-22 issued February 6, 2023 is canceled and replaced with the following order:
4. The Tenants shall pay to the Landlord \$8,520.00 for arrears of rent up to January 31, 2026 and costs.

5. The Tenants shall pay to the Landlord the amount set out in paragraph 4 in accordance with the following schedule:
 - (i) Between February 20, 2026 and September 20, 2030, the Tenants will make payments towards the arrears in the amount of \$150 each month. These arrears payments will be made on or before the 20th day of each month. This means that the Tenants will make payments of \$150.00 per month for 56 consecutive months, commencing February 20, 2026;
 - (ii) The final payment will be in the amount of \$120.00 and will be paid on or before October 20, 2030.
6. If not already paid, the Tenants shall pay the Landlord the lawful monthly rent for the month of February 2026, **on or before February 11, 2026**.
7. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period March 1, 2026 to October 31, 2030, or until the arrears are paid in full, whichever date is earliest.
8. If the Tenants fail to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenants to the Landlord pursuant to paragraph 4 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after January 31, 2026.

February 4, 2026
Date Issued

Peter Nicholson
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.