



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

Citation: MS Electric (Mike Sedlacek) v Luiting, 2026 ONLTB 10907

Date: 2026-02-06

File Number: LTB-L-000639-26-SA

In the matter of: 5, 247 TALBOT ST
ST THOMAS ON N5P1B3

Between: MS Electric (Mike Sedlacek) Landlords
Richard Geddes

And

Mathieu Dirk Luiting Tenant

MS Electric (Mike Sedlacek) and Richard Geddes (the 'Landlords') applied for an order to terminate the tenancy and evict Mathieu Dirk Luiting (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 December 9, 2025 with respect to application LTB-L-078525-25-AM.

The Landlords' application was resolved by order LTB-L-000639-26, issued on January 12, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-000639-26. This motion was heard by videoconference on January 28, 2026.

The Landlords' legal representative, S. Pereira, and the Tenant attended the hearing.

Determinations:

1. It was undisputed that the Tenant failed to meet a condition specified in the order issued by the LTB on December 9, 2025 with respect to application LTB-L-078525-25-AM.
2. In this case, the Tenant breached the following conditions:
 - a) The Tenant failed to pay \$253.27 towards arrears on or before December 19, 2025.
 - b) The Tenant failed to pay the lawful rent for December 2025 on or before December 19, 2025.
 - c) The Tenant failed to pay January 2026 rent, on or before January 1, 2026.

The surrounding circumstances

3. The Tenant testified that when he entered into the mediated agreement, he was promised employment and expected to start work shortly thereafter. Unfortunately, the job fell through, and he was again unemployed.
4. The Tenant asserts that he gained new employment two weeks ago with a construction company, however, due to necessary work permit requirements from the city, work has stopped. The Tenant is unaware of when the city will provide the permits, as such, the Tenant is unaware of when employment will recommence but is hopeful that it will be sometime soon.
5. The Tenant testified that TDC provided him with several third-party organization contacts to try and obtain funding to pay off the arrears owing, he will be calling those organizations today. In cross-examination, the Tenant testified that he was previously on Ontario Works (OW) but he had forgotten that OW was available to him. The Tenant asserts that he will apply to OW immediately.
6. The Tenant testified that he currently has no income. He has been living off \$900.00 he received for the first week he worked and used the money to pay for groceries and his phone bill. The Tenant's monthly expenses total \$1,785.30, inclusive of rent. The Tenant asserts that once his employer is up and running again, he will earn \$30.00 an hour. His income will be based on the hours worked.
7. If evicted, the Tenant requests 1-2 months to vacate. The Tenant has no where to go and requires time to vacate the unit with a dog and 2 cats. The Tenant requests that a further opportunity to pay the arrears owing be provided.
8. The Landlord's representative stated that the original mediated agreement was entered into based on a payment plan proposed by the Tenant. The Tenant has not provided proof of employment and had failed to make any good faith payments to the Landlord. The Landlord's representative stated that the Landlord has attempted to accommodate the Tenant, but the Tenant has refused to communicate with the Landlord. The Landlord requests an immediate lifting of the stay. Allowing the Tenant to stay an additional 2 months would only result in the increase of the arrears owing.
9. Based on the submission and evidence before me, on a balance of probabilities, I find that it would be unfair to set aside order LTB-L-000639-26.
10. There is a clear breach of the mediated agreement. The Tenant has failed to make any good faith payments towards the arrears or new rent that becomes owing. Based on the Tenant's direct testimony, he is currently not working and has no income. Although the Tenant is hopeful he will commence work shortly, he is unaware of when his employer will call him back. As the Tenant has no income, I find that this tenancy is no longer viable.
11. Although the Tenant submits that he will apply to third-party organizations for financial assistance, there was no evidence before me to suggest that the Tenant would qualify for such funding or how long it would take for the funding to be received. The Tenant had the opportunity to apply to OW but failed to do so, stating that he forgot it was available. I find the Tenant's reasons for failing to apply to OW to be unreasonable.

12. Considering that this is a 5-year tenancy, I find that a short delay to lift the stay is reasonable. The stay of order LTB-L-000639-26 is lifted on February 28, 2026. Allowing the Tenant additional time to vacate would only increase the arrears owing.

It is ordered that:

1. The motion to set aside Order LTB-L-000639-26, issued on January 12, 2026, is denied.
2. The stay of order LTB-L-000639-26 is lifted February 28, 2026.
3. Order LTB-L-000639-26 is unchanged.

February 6, 2026
Date Issued

Mayra Sawicki
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.