



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

Citation: Skyline Real Estate Holdings Inc., c/o Skyline Living v Soliman, 2026 ONLTB 7940

Date: 2026-02-03

File Number: LTB-L-099204-25-SA

In the matter of: 203, 7030 CASEY ST
NIAGARA FALLS ON L2J3G1

Between: Skyline Real Estate Holdings Inc., c/o Skyline Living Landlord

And

Hoyan Omar M Soliman Tenant

Skyline Real Estate Holdings Inc., c/o Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Hoyan Omar M Soliman (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 September 23, 2025 with respect to application LTB-L-037843-25.

The Landlord's application was resolved by order LTB-L-099204-25, 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-099204-25.

This motion was heard by videoconference on January 21, 2026.

The Landlord's Legal Representative and the Tenant attended the hearing. The Tenant's former spouse Hassan Gadalla also attended the hearing to give evidence, to support the Tenant and to provide language translation as needed.

Determinations:

There was a breach of the previous order

1. The consent order issued by the LTB on September 23, 2025 in LTB-L-037843-25 required the Tenant to pay \$9,871.82 for arrears of rent and costs.
2. The Tenant agreed to pay \$733.97 on or before the 25th of each month between October 25, 2025 and April 25, 2026 (excluding November 2025) towards the arrears and costs, \$4,000.00 to the Landlord on or before November 30, 2025, and the new rent on time and in full as it came due.

3. The Tenant acknowledges that she failed to pay \$4,000.00 on or by November 30, 2025, the full lawful monthly rent due on November 1, 2025 in full or the December 1, 2025 in full and on time. The rent due on January 1, 2026 also remains outstanding.

The surrounding circumstances

4. After considering all of the circumstances, I find that it would not be unfair to set aside the order.
5. The current lawful monthly rent is \$1,956.50.
6. In her motion to set aside, H.S. vaguely refers to the civil war in Sudan which, she says, has impacted her financial situation.
7. H.S. and her spouse H.G. are separated. H.G. lives with family in Toronto. He explained that they own property in Sudan. As I understand it, they have been unsuccessful because the conflict in Sudan poses practical obstacles.
8. H.S. receives Ontario Works ('OW') benefits of \$1,200.00 monthly. The last time she worked was three years ago, as a cleaner. She is raising two children aged 14 yrs. and 9 yrs. and receives \$1,400.00 monthly in Child Tax Benefits, bringing her total monthly income to \$2,600.00.
9. H.S. is anxious about uprooting the children and finding a suitable home when the cost of market rent is very high. If the tenancy is to be terminated, she estimates that they would reasonably need 90 days to relocate.
10. The Landlord's Legal Representative S.K. indicated that this is not the first time the parties have been before the Board about rent arrears. The tenancy began in June 2023 and, she submits, there is a history of non-payment, partial payments and late payments.
11. The Landlord's ledger shows that between July 2023 and May 2024, several of the Tenant's cheques were NSF. As of June 2024, the Tenant had a credit of \$19.40. The July 2024 rent cheque was returned NSF.
12. The Tenant failed to pay rent from August 2024 to November 2024. As of March 31, 2025, the Tenant had reduced the arrears and only owed \$5.47 to the Landlord. The Tenant then neglected to pay the rent from April 2025 to July 2025 and again in September 2025.
13. It is uncontested that H.G. has contributed to the Tenant's rent and arrears payments. His monthly income averages \$3,800.00. H.G. made payments to the Landlord on behalf of H.S. in December 2024, February 2025, March 2025, and August 2025, some of which were late but which the Landlord accepted.
14. After the consent order was issued in September 2025, H.G. paid \$1,910.00 towards the October 2025 rent, which he apparently believed was the lawful rent, but it was paid late and was short \$46.50.
15. On October 20, 2025, the Tenant made the first arrears payment of \$733.97 in full and on time as required. On October 31, 2025, OW paid \$1,600.00 to the Landlord. H.S. then made a payment of \$3,500.00 to the Landlord, which the Landlord reported as received on the ledger on December 29, 2025.

Analysis

16. Pursuant to the Landlord's current L1/L9 Update, the undisputed arrears as of January 31, 2026 are \$9,033.82,¹ which S.K. submits is only about \$800.00 less than what was owed when the original payment plan was entered into. By now, H.S. should have paid \$5,467.94 to reduce the arrears.
17. I have considered that the October 2025 rent was paid, although 9 days late and it was not the full amount. I am satisfied that H.S. paid the \$733.97 arrears payments for October 2025 and December 2025 in full and on time.
18. H.S. did not provide a satisfactory reason for missing the November 30, 2025 payment of \$4,000.00 or for the failure to pay either the November 2025 or December 2025 rent in full and on time.
19. Regarding the \$3,500.00 that H.S. paid to the Landlord in December 2025, the Landlord's ledger reflects the payment date as December 26, 2025 through TenantPay (December 25, 2025 being a statutory bank holiday). For unknown reason, the Landlord then claims on the ledger that it was late and not paid until December 29, 2025.
20. The breakdown of payments H.S. made from October to December 2025 is as follows:

Date	Ordered	Paid	Owes	Balance owing
October 9, 2025 Rent	\$1,956.50	\$1,910.00 (late & short)	\$46.50 (Dec. 26, 2025 - applied from \$3,500.00 paid)	\$0.00
October 20, 2025 Arrears	\$733.97	\$734.00 (on time)	-\$0.03 (credit applied)	\$0.00
November 1, 2025 Rent	\$1,956.50	\$1,600.00 (on time but short)	\$356.50 (Dec. 26, 2025 - applied from \$3,500.00 paid)	\$0.00
November 30, 2025 Arrears	\$4,000.00	\$0.00 (not paid)	\$4,000.00 (\$406.56 credit applied from \$3,500.00 balance Dec. 26, 2025)	<u>\$3,593.44</u>
December 1, 2025 Rent	\$1,956.50	\$0.00 (not paid)	\$1,956.50 (Dec. 26, 2025 - applied from \$3,500.00 paid)	\$0.00
December 25, 2025 Arrears	\$733.97	\$733.97 (on time)	\$0.00 (Dec. 26, 2025 - applied from \$3,500.00 paid)	\$0.00

21. In brief, H.S. was required to pay \$11,337.44 to the Landlord by December 25, 2025. The Tenant paid a total of \$7,744.00, leaving \$3,593.44 owing under the payment plan – essentially the bulk of the \$4,000.00 payment due November 30, 2025.

¹ The Landlord also claimed \$186.00 for the filing fee but this cost was already included in the original payment plan and a second request equates to duplication.

22. I appreciate that the Tenant was unsure about making the January 2026 rent payment pending this hearing because of the prospect of eviction. That is by no means unusual to the Board – self-representing/unrepresented tenants often misinterpret their obligations.
23. H.S. wants to continue the tenancy. H.G. seems prepared to continue contributing to the Tenant's payments if needed. While he offers no particulars, the records show that he did honour such commitment five times in the past 13 months.
24. The Landlord's Legal Representative's position is more circumspect. She suggests that if H.S. cannot afford the rent cost on her own accord, she should wisely consider finding a more affordable rental unit.
25. There is nothing in the Act which prohibits a tenant from authorizing another person or agency from making rent payments on their behalf – the source of the payments is largely irrelevant.
26. S.K. refers to the many times that the Landlord has endeavored to work with H.S. to address the prompt payment of rent and any arrears. She notes that H.S. was very aware at the previous hearing, having been told by the hearing Member, that if she breached the order terms, the Landlord would be entitled to ask the Board to evict her, without notice.
27. As S.K. points out, H.S. voluntarily agreed to the order terms and then breached them four times within three months. This, she states, should be sufficient to terminate the tenancy and to order an eviction. According to the Landlord, it does not matter whether H.S. has cured any or all of breaches since; what matters is that the Tenant's conduct in breaching the order multiple times is sufficient cause to evict her.
28. S.K. emphasizes that the Landlord has no assurance and minimal confidence that H.S. will comply with any payment plan ordered as a result of this hearing.
29. At a motion to set aside the order, the Board must consider all of the circumstances and determine whether it would not be unfair to set aside the order. Several factors to be considered are the reasons for the breach, whether the tenant subsequently made payments which would bring them into good standing despite the breach, and the tenant's ability to financially sustain the tenancy.
30. The problem for H.S. is that her monthly income of \$2,600.00 is barely sufficient to cover the rent. She is left with about \$650.00 to expend on other basic needs for the children and herself. Making arrears payments of \$733.97 monthly as set out in the original order along with making the monthly rent payment is impossible without additional income.
31. Curiously, OW did not make a payment directly to the Landlord in either November 2025 or December 2025. It is unclear whether H.S. has assigned the shelter portion of her OW benefits to be paid directly to the Landlord.
32. I have also taken into account that the consent order is silent about whether the Tenant had the benefit of legal advice from Duty Counsel at that hearing, before agreeing to the payment plan.
33. On balance, I am satisfied that H.S. has pledged to pay the rent and outstanding arrears and has made concerted efforts to do so in the past three months. What is clear is that H.S. has since realized that the payment plan she agreed to in September 2025 is overwhelming and unworkable.

34. I find that her actions support her intent to continue the tenancy. Additionally, my impression is that H.G. wants H.S. to succeed.
35. For the reasons above, I am satisfied that in all the disclosed circumstances it would not be unfair to set aside the order.
36. The motion is granted in favour of a revised payment plan. It is evident that the previous payment plan was overly ambitious.
37. The Tenant shall be required to pay the rent and arrears/costs in full and on time strictly in accordance with the schedule that the Board shall order as set out below.
38. The Tenant must, of course, (and H.G. if he is contributing) prioritize rent and arrears payments as the first and most pressing financial commitment in the Tenant's budget, diarizing payment dates and amounts to be paid.
39. It is imperative that the parties keep the lines of communication open with respect to the rent and arrears payments. For the duration that the Tenant is in arrears, the Landlord ought to provide the Tenant with a monthly accounting by the 10th day of every month so there is no confusion about, or misinterpretation of, amounts paid and owed.
40. The Tenant must understand that she contracted with the Landlord to pay the rent in full and on time through her residential tenancy lease. The tenancy contract terms are not just suggestions; they are legally binding and enforceable.
41. This may be the Tenant's last opportunity to preserve the tenancy. A continued failure to pay the rent and arrears will, in all likelihood, result in an eviction that may occur sooner than the 90 days the Tenant believes she needs to secure different housing.

It is ordered that:

1. The motion to set aside Order LTB-L-099204-25, issued on December 29, 2025, is granted.
2. Order LTB-L-099204-25 is set aside and cannot be enforced.
3. The previous order issued on September 23, 2025 with respect to LTB-L-037843-25 is cancelled and replaced as follows.
4. The tenancy between the Landlord and the Tenant shall not terminate and shall continue, subject to the conditions as set out in this order.
5. The Tenant shall pay to the Landlord \$9,033.82, which represents the rent arrears and costs owing to January 31, 2026.
6. The Tenant shall pay the amount set out in paragraph 5 of this order in accordance with the following schedule:
 - (1) \$250.00 per month on the 25th day of each month starting February 25, 2026, and on the 25th of each month after until January 25, 2027 (for 12 months),
 - (2) a lump sum payment of \$3,000.00 on or before February 25, 2027,
 - (3) \$500.00 per month on the 25th of each month starting March 25, 2027, and on the 25th of each month after until July 25, 2027 (for 5 months), and

(4) a final payment of \$533.82 on or before August 25, 2027.

7. **The Tenant shall pay the lawful rent for February 2026, in full, on or before February 10, 2026.**
8. **The Tenant shall also pay to the Landlord lawful rent on the 1st day of the month and in full** as it comes due and owing **for the period starting March 1, 2026** and until December 1, 2027, or until the arrears are paid in full, whichever is earliest.
9. If the Tenant fails 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 Tenant to the Landlord pursuant to paragraph 5 of this order shall become immediately due and owing.
10. If the Tenant fails to make any one of the payments in accordance with this order, the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after January 31, 2026.

February 3, 2026
Date Issued

Elle Venhola
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.