



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

Citation: 2500578 Ontario Inc. v Brewster, 2026 ONLTB 12831

Date: 2026-02-10

File Number: LTB-L-106133-25-SA

In the matter of: 403, 85 KING ST E
HAMILTON ON L8N1A9

Between: 2500578 Ontario Inc. Landlord

And

Wayne Brewster Tenant

2500578 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Wayne Brewster (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 on November 18, 2025 with respect to application LTB-L-073853-25.

The Landlord's application was resolved by order LTB-L-106133-25, issued on January 7, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-106133-25.

This motion was heard by videoconference on February 4, 2026.

The Landlord's agent, Amira Ali, and the Tenant attended the hearing.

Determinations:

There was a breach of the previous order

1. At the hearing, the Tenant admitted that he did not pay the arrears payment that was due on December 15, 2025. Therefore, I was satisfied that the Tenant failed to meet a condition specified in the order issued on November 18, 2025 with respect to application LTB-L-073853-25.

The surrounding circumstances

2. The Tenant stated that his mother passed away on December 5, 2025 which resulted in him incurring an unexpected funeral expense of \$953.00. As a result, he was unable to pay the first arrears payment on December 15, 2025.
3. It is undisputed that the Tenant paid rent for January 2026, albeit late. The Tenant confirmed that he did not paid rent for February because order LTB-L-106133-25 cancelled the previous consent order and he was waiting for the outcome of today's hearing.
4. The Tenant stated that he has now secured a part-time job to generate extra income. He said that he is also expecting retroactive pay some time in March from a salary increase as well as \$2,500.00 for a death benefit related to his mother's passing. He intends to pay all rent arrears owed to the Landlord upon receipt of those payments.
5. The Tenant is seeking to have the payment plan set out in order LTB-L-073853-25 amended to allow him to stay in the unit. While he initially proposed two \$900.00 payments in February (i.e. February 13 and 27, 2026), he confirmed that he would only be able to pay \$500.00 towards rent due on March 1, 2026. As such, the Tenant's initial proposal was unacceptable because it would have immediately caused him to breach any new payment plan.
6. Eventually the Tenant stated that he could pay rent that was due for February immediately and then meet his obligations in the original payment plan set out in order LTB-L-073853-25 (i.e. pay the arrears payments for February onwards, as well as rent from March 1, 2026 onwards) if the payment plan were extended by another three months (i.e. instead of seven months, it would be ten months).
7. The Landlord's agent opposed the Tenant's proposed payment plan. She stated that the current arrears of \$4,748.00, which includes rent that was not paid in February, 2026, are more than the arrears of \$4,208.00 set out in order LTB-L-073853-25. She stated that at the original hearing on November 12, 2025, the Tenant had already requested a longer payment plan which was opposed by the Landlord. Given that the Tenant was already granted seven months to pay the original amount, the Landlord was not prepared to offer a ten month payment plan for an even greater amount.
8. The Landlord's agent stated that the Tenant has never paid his rent on time and that the Landlord is continually having to chase the Tenant to pay his rent. She stated that the Tenant has presented many excuses in the past for not paying his rent. She said that the Landlord was a small landlord and that defaults in paying rent not only caused extra work but also affected the Landlord's ability to meet mortgage obligations.
9. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-106133-25. I say this because the Tenant's breach of the payment plan set out in order LTB-L-073853-25 was immediate in that he missed the first arrears payment he was supposed to make. The Tenant did not produce any of the expected documentary evidence, such as a funeral invoice, to support his testimony that he incurred an unexpected expense causing him to miss that arrears payment.
10. The Tenant produced no documentary evidence, such as an offer of employment or pay stub, to corroborate his testimony that he had secured a part-time job to generate more income or

that he would be receiving retroactive pay. The expected receipt of a death benefit is speculative.

The stay is lifted on February 28, 2026

11. The stay of order LTB-L-106133-25 is lifted on February 28, 2026. This reduces prejudice to the Landlord while providing the Tenant, who lives by himself, with a little extra time to find a new place to live.

It is ordered that:

1. The motion to set aside Order LTB-L-106133-25, issued on January 7, 2026, is denied.
2. The stay of order LTB-L-106133-25 is lifted on February 28, 2026.
3. Order LTB-L-106133-25 is unchanged.

February 10, 2026
Date Issued

Karen Gonçalves
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.