



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

File Number: LTB-L-098183-25-SA

In the matter of: 231, 2345 TRUSCOTT DR
MISSISSAUGA ON L5J2B1

Between: CAPREIT LIMITED PARTNERSHIP Landlord

And

NINAD BELOKAR Tenant

CAPREIT LIMITED PARTNERSHIP (the 'Landlord') applied for an order to terminate the tenancy and evict NINAD BELOKAR (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 May 29, 2025 with respect to application LTB-L-072988-24-RV.

The Landlord's application was resolved by order LTB-L-098183-25, issued on November 25, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-098183-25.

This motion was heard by videoconference on February 9, 2026.

The Landlord's Legal Representative, G. Paine, and the Tenant attended the hearing. The Tenant consulted with Tenant Duty Counsel prior to the hearing.

Determinations:

Request for Adjournment - Denied

1. At the outset of the hearing, the Tenant requested an adjournment as he needs additional time to work on his financial situation and get back on track with these payments. He stated that he had been on bed rest due to an accident, but he is now ready to work and has two interviews coming up in the next couple of weeks.
2. The Landlord's Legal Representative opposed the Tenant's request for an adjournment. He submitted that any delay is prejudicial to the Landlord as the rent arrears are significant and will continue to accumulate as the Tenant has not made any payments.

3. The Tenant's request for an adjournment was denied. The Tenant is in attendance and able to present his circumstances. He was able to consult with Tenant Duty Counsel today and participate in a private meeting with the Landlord.
4. Guideline 1 of the *Landlord and Tenant Board's Interpretation Guidelines* provides that a hearing may be adjourned from time to time by the LTB where it is shown that the adjournment is required to permit an adequate hearing to be held. Based on the evidence and submissions before me, I was not satisfied that an adjournment was required in order for an adequate hearing to be held. The Tenant's current financial circumstances do not prevent the Tenant was participating in the hearing today. Additionally, there was insufficient evidence that an adjournment would change those circumstances. As well, since the rent arrears owing are significant and continue to accumulate, an adjournment would prejudice the Landlord.

There was a breach of the previous order

5. The Tenant failed to meet a condition specified in the order issued by the LTB on May 29, 2025 with respect to application LTB-L-072988-24-RV. There was no dispute that the Tenant failed to pay the lawful rent for November 2025 on or before November 1, 2025 and \$832.00 towards the rent arrears on or before November 25, 2025.

The surrounding circumstances

6. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-098183-25.
7. The Landlord's Legal Representative submitted that the Landlord originally obtained the order for payment of the rent arrears, termination and eviction in January 2025. He submitted at that time the rent arrears owing were \$6,400.00 and that the rent arrears now stand at over \$20,000.00 and continue to accumulate. He also submitted that this tenancy is not viable as the Tenant's income for the last several months is less than the current monthly rent and the Tenant has had ample time to remedy the arrears.
8. The Tenant stated that he had an accident in December 2024 wherein he suffered a spinal and shoulder injury. In support of this, he provided a copy of a medical note (DOC-7212938pgs9-10). His medical note stated the following: "This letter is written on request of the above named patient. He had MVA Dec 2024. Due to the injuries, he was unable to work since May 2025. Medical Report attached. Please assist him to stay in his current residence until end of February, 2026."
9. The Tenant also stated that he applied for Ontario Works and receives a monthly benefit of an amount that is insufficient to cover his monthly rent. He stated that he had been bed ridden for some time but is better and ready to work. He asserted that he has interviews for two jobs in the next week or so. He confirmed he moved into the rental unit in 2024 and lives alone.
10. Although, the Tenant's accident was in December 2024, the Tenant and his medical note in support of his health issues confirmed that he was working up to May 2025. Despite

working the Tenant still fell into rent arrears for the period of August 2024 to May 2025 and only made one payment to the Landlord of \$800.00 in January 2025.

11. The rent arrears have doubled to approximately \$20,000.00 since the prior order was issued in May 2025 confirming the rent arrears owing of \$9,983.79. The Tenant's current income is insufficient to pay the accumulating rent. The Tenant has not made any payments to the Landlord since January 2025. In these circumstances, it would be unfair to set aside the eviction order or delay the lifting of the stay. This order was issued in November 2025, the Tenant has already received approximately three months to make good on the payment plan or find alternate rental unit.

It is ordered that:

1. The motion to set aside Order LTB-L-098183-25, issued on November 25, 2025, is denied.
2. The stay of order LTB-L-098183-25 is lifted immediately.
3. Order LTB-L-098183-25 is unchanged.

February 17, 2026
Date Issued

Lisa Del Vecchio
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.