



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

Citation: WJ PROPERTIES v BARMAN, 2026 ONLTB 11726

Date: 2026-02-17

File Number: LTB-L-002091-26-SA

In the matter of: 1003, 2560 KINGSTON RD
SCARBOROUGH ON M1M1L8

Between: WJ PROPERTIES Landlord

And

SANJOY BARMAN Tenant

WJ PROPERTIES (the 'Landlord') applied for an order to terminate the tenancy and evict SANJOY BARMAN (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 10, 2025, with respect to application LTB-L-043305-25.

The Landlord's application was resolved by order LTB-L-002091-26, issued on January 14, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-002091-26.

This motion was heard by videoconference on February 10, 2026. The Landlord's legal representative, David Ciobotaru, and the Tenant attended the hearing.

Determinations:

1. The Landlord filed an L1 application for non-payment of rent which was resolved by consent order LTB-L-043305-25 issued September 10, 2025. The order provided that the Landlord could apply to the Board under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if they failed to make the arrears and rental payments specified in the order.

The Breach of the Order

2. There is no dispute that the Tenant breached the order by failing to pay \$5,000.00 on or before December 23, 2025.

The Tenant's Motion

3. This motion is brought pursuant to subsection 78(11) of the Act. As I am satisfied that the Tenant breached the order issued on September 10, 2025, the only issue before me is whether I am “satisfied, having regard to all the circumstances, that it would not be unfair to set aside the order”.
4. The Tenant testified he was relying on a bonus from his employer to pay the required arrears payment of \$5,000.00 by December 23, 2025, but that the bonus was not provided this year. The Tenant stated that when he agreed to the payment plan, he was counting on this bonus as he had received it in previous years.
5. The Tenant paid rent for January 2026 late and has not paid the arrears payment required for January 2026. The Tenant also has not paid rent for February 2026. The arrears and costs owing to the Landlord to February 28, 2026, have grown to \$15,538.01.
6. The Tenant testified that he is presently working as a compliance analyst for a financial institution and was also working part-time as a delivery driver to increase his income in order to pay off the arrears. The Tenant stated that he has recently had some health issues and had to stop his part-time work.
7. The Tenant proposed a new payment plan which consisted of paying the lawful monthly rent plus an additional \$1,000.00 broken into two payments made on the 1st and 15th of each month.
8. The Landlord was opposed to the Tenant’s new payment plan on the basis that the Tenant continues to miss both rent and arrears payments. The Landlord’s legal representative submitted the Landlord has already given the Tenant an opportunity to preserve their tenancy by agreeing to the original payment plan and the Tenant has not honoured that agreement.
9. I conducted a thorough examination of the Tenant’s monthly net income versus their expenses. The Tenant’s income from all sources is approximately \$4,200.00 per month and their usual monthly expenses inclusive of rent are \$4,321.86. Considering the Tenant is left with a deficit of \$121.86 per month, the Tenant does not have the ability to enter into a payment plan. What the Tenant is proposing would simply set the Tenant up to fail and would place undue prejudice on the Landlord.
10. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-002091-26.

The Lifting of the Stay

11. As I am satisfied that the Tenant’s motion should be denied, the next issue before me is when to lift the stay of the eviction order. The Landlord’s legal representative submitted that after filing eviction orders with the Sheriff’s office, the orders are being executed within 5 to 6 weeks. Despite this, the Landlord is willing to delay lifting of the stay until February 28, 2026, to afford the Tenant time to make alternate arrangements.
12. The Tenant requested a 3-month delay before lifting the stay. The Tenant’s wife and their pet cat reside in the rental unit.

13. Considering the Tenant's arrears now exceed \$15,000.00, I find it a 3-month delay to be excessive and unfair in all the circumstances.
14. I find the Landlord's proposal of a delay to February 28, 2026, is reasonable. When making this determination I have considered the usual delay of execution time on eviction orders by the Sherriff's office. An order will issue accordingly.

It is ordered that:

1. The motion to set aside Order LTB-L-002091-26, issued on January 14, 2026, is denied.
2. The stay of order LTB-L-002091-26 is lifted February 28, 2026.

February 17, 2026

Date Issued

Melissa Anjema

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.