



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

Citation: Homestead Land Holdings Limited v Atwell, 2026 ONLTB 17193

Date: 2026-02-23

File Number: LTB-L-094027-25-SA

In the matter of: 1816, 283 PHARMACY AVE
SCARBOROUGH ON M1L3G1

Between: Homestead Land Holdings Limited Landlord

And

Kenson Atwell Tenant

Homestead Land Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Kenson Atwell (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 August 1, 2025 with respect to application LTB-L-036939-25.

The Landlord's application was resolved by order LTB-L-094027-25, issued on November 12, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-094027-25.

This motion was heard by videoconference on January 5, 2026.

Ashleigh Searles on behalf of the Landlord and the Tenant attended the hearing.

Determinations:

Adjournment request

1. The Tenant requested an adjournment. His therapist was on vacation. He wished to have more time to prepare for the hearing, and needed to provide his information to the rent bank. He was yet to submit the requested information to them. He expected to have a better understanding of his options after confirming everything with the rent bank.
2. The Landlord opposed the request. This is a Tenant's motion following a breach of a previous settlement. Arrears of rent are significant and have been growing. There was no satisfactory explanation for the Tenant's failure to provide all of the required information to

the rent bank. There was no way to know whether the Tenant's application for assistance would be approved.

3. I considered the Tenant's request and the factors the Board usually considers, including:
 - a. the reason for the adjournment and position of the parties;
 - b. the issues in the application;
 - c. any prejudice that may result from granting or denying the request;
 - d. the history of the proceeding including other adjournments or rescheduling;
 - e. the LTB's obligation to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter
4. I denied the adjournment request.

There was a breach of the previous order.

5. There was no dispute that the Tenant breached the previous order by failing to pay \$450.00 on or before October 31, 2025 and by failing to pay the lawful monthly rent on or before November 1, 2025.
6. I find that the Tenant failed to meet a condition specified in the order issued by the LTB on August 1, 2025 with respect to application LTB-L-036939-25.

The surrounding circumstances

7. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-094027-25.
8. The Tenant owed the Landlord \$6,384.61 in August 2025.
9. As of the date of the hearing, the amount owing increased to \$10,892.84. The Tenant only paid \$2,650 between the date of the mediated settlement and the date of the hearing of the Tenant's motion.
10. The Landlord was open to giving the Tenant until the end of January 2026 but opposed further relief from eviction. This is not the first L1 the Landlord had to file against the Tenant and not the first payment plan the Tenant breached. The Landlord does not believe the tenancy to be viable.
11. The Tenant fears homelessness if evicted. The Tenant asked for more time to repay the Landlord, and said that he has no family or friends that could house them.
12. The Tenant requested 3-4 months to make progress towards the arrears. There was no specific payment plan the Tenant was prepared to propose without speaking to the therapist and the rent bank. He expected to bring the arrears down significantly by May 1, 2026.

13. In the alternative, the Tenant requested a month to move.
14. On cross-examination the Tenant admitted to not having any income other than \$600-\$700 a month from cutting hair. The Tenant was in a car accident in November, lost their vehicle, and lost their employment which depended on their vehicle as a result. The lawful monthly rent is \$1,455.59 as of January 1, 2026.
15. I find that it would be unfair to set aside the eviction order. The tenancy is not viable, and the Tenant has no realistic plan to repay the Landlord. It would be unfair to require the Landlord to wait until May to give the Tenant a chance to possibly find a solution, which solution was not guaranteed. The Tenant failed to even submit their paperwork to rent bank before the hearing and there was no evidence that any assistance would be forthcoming. The Tenant's current income is below the monthly rent.

The stay is lifted immediately

16. The stay of order LTB-L-094027-25 is lifted immediately. I verbally advised the Tenant that his motion would be denied and that the stay would be lifted. Given the date of this order, the Tenant had more than a month to look for alternative housing, which is more time than he requested at the hearing. I find that any further delay would be unfair in the circumstances.

It is ordered that:

1. The motion to set aside Order LTB-L-094027-25, issued on November 12, 2025, is denied.
2. The stay of order LTB-L-094027-25 is lifted immediately.
3. Order LTB-L-094027-25 is unchanged.

February 23, 2026
Date Issued

Vladimir Nikitin
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.