



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

Citation: Toronto Community Housing Corporation v Shular, 2026 ONLTB 17257

Date: 2026-02-24

File Number: LTB-L-107724-25-SA

In the matter of: 1, 25 WEST LODGE AVE
TORONTO ON M6K2T2

Between: Toronto Community Housing Corporation Landlord

And

Gary Shular Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Gary Shular (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 March 28, 2024 with respect to application LTB-L-085480-23-SA.

The Landlord's application was resolved by order LTB-L-107724-25, issued on February 24, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-107724-25.

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

The Tenant attended the hearing. The Landlord was represented at the hearing by Lidia Cruz. The Tenant was represented by Samuel Mason.

Determinations:

1. The Tenant failed to meet a condition specified in the order issued by the LTB on March 28, 2024 with respect to application LTB-L-085480-23-SA. Specifically, the Tenant failed to pay lawful rent due December 1, 2025 in full and on time.
2. 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 he failed to meet the conditions specified in the order.
3. This motion is brought pursuant to subsection 78(11) of the Act. As the Tenant acknowledges breaching the order 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.

The surrounding circumstances

4. The Tenant is 75 years old and has resided in the rental unit for approximately 12 years. The rental unit is part of a social housing complex for seniors. Prior to obtaining this tenancy, the Tenant resided at a men's shelter.
5. The Tenant testified that if evicted, he would likely return to a shelter. He explained that access to shelter beds is difficult and uncertain.
6. The Tenant acknowledged that the breach occurred because there were insufficient funds in his bank account when automatic payments were processed. He testified that even a minor shortfall caused the payment to be returned. He attributed the shortfall to financial mismanagement rather than any deliberate refusal to pay rent.
7. Following the most recent breach, the Tenant engaged with the City of Toronto's EPIC (Eviction Prevention in the Community) program and began working with a social worker. The Tenant testified that he has agreed to participate in a voluntary financial trusteeship. Under this arrangement, his social assistance income is to be directed to a trustee who will pay rent, arrears, and other essential expenses before releasing any remaining funds to him.
8. Based on this new arrangement, the Tenant seeks to have the previous payment plan reinstated.
9. The Landlord submits that the repeated breaches have caused prejudice, undermined confidence in the Tenant's ability to comply, and justified termination of the tenancy.
10. The Landlord opposes any more opportunities to preserve the tenancy. Specifically, the Landlord submits the arrears have been accumulating since 2021 and the parties have been before the Board on at least three previous occasions.
11. Further, the Landlord submits the voluntary trusteeship is uncertain and, by its nature, revocable and the Tenant could not confirm whether payments have been formally authorized to be directed to the trustee.

Whether to Set Aside the Order

12. The Act is remedial legislation and the courts have determined that evicting a tenant is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated,

"To put somebody out of their home must, in my view, call for clear and compelling circumstances that it's no longer possible for the arrangement to continue."

13. In other words, eviction should only be ordered if it is not possible to bring a tenancy back into good standing. Where that is possible, it should be done rather than terminating the tenancy.

14. The Tenant's history of non-compliance is significant. Multiple section 78 payment plans were breached. This is not an isolated incident. The Landlord's loss of confidence in the Tenant's ability to comply is understandable.
15. However, there is a plan in place to bring the tenancy back into place with the help of the trustee. While the letter in support of the Tenant's plan with the social is hearsay and cannot be considered, I accept the Tenant's evidence that he met with a social worker, and he is willing to cooperate fully.
16. In prior arrangements, payments were automated but remained dependent on the Tenant maintaining sufficient funds in his account. The proposed financial trusteeship will ensure Tenant's income will be directed first to a trustee who prioritizes rent and essential obligations before any discretionary spending occurs. This significantly reduces the risk that minor overspending will result in rent default.
17. Although the trusteeship is voluntary and the administrative details were not fully confirmed at the hearing, I am satisfied that the Tenant has taken concrete steps to implement it and is willing to cooperate fully.
18. Importantly, recent rent and arrears payments for January and February were successfully made. While arrears remain substantial, payments have resumed.
19. The Tenant is 75 years old and has resided in this unit for 12 years. This is affordable senior housing. I find there is a real risk a real risk that eviction would result in homelessness and a return to a shelter if the Tenant's motion were denied.
20. In the present case, there is some evidence circumstances have changed with the help of the social worker, and the tenancy will be able to return to good standing. The evidence is not compelling, but it is enough. The Tenant should be given on final opportunity to make good on his promise to bring the tenancy back into good standing.
21. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-107724-25 on the conditions set out below.

It is ordered that:

1. The motion to set aside Order LTB-L-107724-25, issued on February 24, 2026, is granted. The order is set aside and replaced as follows:
2. The Tenant shall pay to the Landlord \$5,525 for arrears of rent up to February 28, 2026.
3. The Tenant shall pay to the Landlord the amount set out in paragraph 2 in accordance with the following schedule:

Date Payment Due	Payment Amount
The 1st of day of each month beginning April 1, 2026, and ending November 1, 2027	\$250.00
December 1, 2027	\$275.00

4. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period March 1, 2026, to December 31, 2027 or until the arrears are paid in full, whichever date is earliest.
5. 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 2 of this order shall become immediately due and owing and 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 February 28, 2026.

February 24, 2026
Date Issued

 Bryan Delorenzi
 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.