



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

Citation: 2821245 ONTARIO INC v Blake, 2026 ONLTB 21344

Date: 2026-03-13

File Number: LTB-L-000609-26-SA

In the matter of: Front Unit, 8 JANE ST
SUDBURY ON P3C1A9

Between: 2821245 ONTARIO INC Landlord

And

Christopher Blake Tenant

2821245 ONTARIO INC (the 'Landlord') applied for an order to terminate the tenancy and evict Christopher Blake (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 December 19, 2025 with respect to application LTB-L-081905-25-AM.

The Landlord's application was resolved by order LTB-L-000609-26, issued on January 12, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-000609-26.

This motion was heard by videoconference on February 10, 2026.

The Tenant, the Landlord, and the Landlord's legal representative, Kirsten Jarvis, attended the hearing.

Determinations:

1. The Landlord filed an L1 application for non-payment of rent which was resolved by Board facilitated mediation. The terms of the agreed resolution were placed in amended order LTB-L-081905-25-AM issued December 19, 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 the lawful rent for January 2026 in full on or before January 1, 2026.

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 December 19, 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 explained that he was collecting Employment Insurance (EI) at the time of the mediation agreement which ran out earlier than he expected. The Tenant stated he agreed to the terms not knowing of the expiry date of his EI claim. The Tenant stated he applied for social assistance and received a payment but put all that money towards outstanding bills and did not pay anything to the Landlord. The Tenant also claimed he is now working again full-time making \$25.00 per hour though he was only in his second day of his new employment. The Tenant would like the Board to consider a new payment plan of \$500.00 towards the arrears each month. The Tenant did not submit his employment contract with his new employer.
5. The Tenant testified that he had also applied for housing assistance through Community Homelessness Prevention Initiative (CHPI) and stated that he was approved but was awaiting some information from the Landlord before CHPI could put funding in place. The Tenant presented no confirmatory document from this organization stating that he was approved for funding pending further information.
6. The Landlord testified that she has had to hire a legal professional and take time off work to deal with the Tenant's arrears. The Landlord worked with the Tenant to provide several payment plans in the past to deal with frequent non-payment issues but she can no longer afford to do so as she is covering her operating expenses on her own credit.
7. After considering the testimony of the parties and all of the circumstances, I find that it would be unfair to set aside the eviction order. I say this for the following reasons.
8. The Tenant did not act with due diligence when participating in mediation. The Tenant ought to have known the status of his EI claim before entering into a good faith agreement. The Tenant breached the very first payment required on the order and then continued to breach by not paying any amounts to the Landlord when he received a payment from social assistance.
9. Further, I am not satisfied that the Tenant has proved he has sufficient income to support another payment plan. Though the Tenant claims to now have employment, the Tenant submitted no evidence of same such as his employment contract.
10. It was undisputed by the Tenant that the Landlord has made several attempts in the past to work with the Tenant outside of Board proceedings to offer payment plans and preserve the tenancy. Despite these efforts, the Tenant continues to fall into arrears and cannot adhere to terms of the agreements made.

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. As this is a relatively long-term 7-year tenancy and considering the Tenant will need some time to clean out his unit and the garage of his accumulated belongings, I find that it would not be unfair to delay lifting the stay until March 31, 2025. This will allow the Tenant every opportunity to find alternate living and storage accommodations. An order will issue accordingly.

It is ordered that:

1. The motion to set aside Order LTB-L-000609-26, issued on January 12, 2026, is denied.
2. The stay of order LTB-L-000609-26 is lifted March 31, 2026.

March 13, 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.