



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

Citation: Lee v Field, 2026 ONLTB 22442

Date: 2026-03-13

File Number: LTB-L-102190-25-SA

In the matter of: 23, 30 TIMES SQUARE BLVD
STONE CREEK ON L8J0L8

Between: Cindy Ho Ying Lee Landlords
Steven Chi Yung Choi

And

George Field Tenants
Sean Field

Cindy Ho Ying Lee and Steven Chi Yung Choi (the 'Landlords') applied for an order to terminate the tenancy and evict George Field and Sean Field (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on September 23, 2025 with respect to application LTB-L-065713-25.

The Landlords' application was resolved by order LTB-L-102190-25, issued on December 9, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-102190-25.

This motion was heard by videoconference on January 27, 2026.

The Landlords, the Landlords' legal representative, Eric Spalvieri, and the Tenants attended the hearing.

Determinations:

1. The Landlord filed a combined L1/L2 application for termination of the tenancy because the Tenants did not pay the rent that the Tenants owe and because the Tenants were persistently late in paying the rent. The Landlords' application was resolved by consent order LTB-L-065713-25 dated September 23, 2025. The order provided that the Landlords could apply to the Board under section 78 of the Residential Tenancies Act, 2006 (the 'Act') without notice to the Tenants to terminate the tenancy and evict the Tenants if they failed to make the arrears payments and rental payments specified in the order.

The Breach of the Order

2. There is no dispute that the Tenants breached the order by failing to pay the lawful monthly rent of \$2,300.00 by December 1, 2025.

The Tenants' 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 23, 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 George Field (GF) is the father of the Tenant Sean Field (SF). GF does not reside in the rental unit despite being listed as a joint Tenant with his son on the lease agreement. GF assists his son by helping him to pay the rent. SF resides in the unit with his wife and their 14-year-old child.
5. GF stated he is a realtor and house sales have been slow and because of that he is experiencing his own financial challenges. GF claimed he was not made aware that his son had not paid the December rent. GF stated that he has houses on the market now and believes that they will sell. GF stated that he will pay the full arrears owing from the proceeds of these sales along with funds he expects to receive from remortgaging of another property. SF stated his income is approximately \$1,500.00 from construction work he completes on a contract basis. SF's wife works part-time.
6. It was undisputed that the Tenants only paid \$1,000.00 towards the rent for December 2025 and the remaining is outstanding. The Tenants also have not paid rent for January 2026. The Tenant SF stated he did not think about making even small, good faith payments to the Landlord up to the date of this hearing.
7. This is the only rental property the Landlords own. The Landlords testified that the Tenants' arrears have grown to over \$16,000.00 and their inability to pay the rent on time have caused the Landlords great financial strain. The Landlords are struggling to cover their own bills while also covering the operating expenses on this rental unit.
8. After considering all of the circumstances, I find it would be unfair to set aside the eviction order. I say this for the following reasons
9. The order dated September 23, 2025, provided the Tenants with until March 31, 2026, to pay the full arrears and thereby void the eviction order. To avoid eviction before that date, the Tenants were required to pay rent on time. Both Tenants confirmed that they attended the hearing and were fully aware of the consent terms. Accordingly, even if GF was unaware that SF did not pay the rent for December 2025, GF remained responsible to both the Landlord and the Board to ensure that rent was paid when due, regardless of any communication or lack thereof from SF.
10. Although GF does not live in the rental unit, GF and SF are jointly and severally liable for all obligations under the lease agreement. GF's commitments to pay the full arrears are based on speculative future events, including the potential sale of inventory properties and proceeds from an anticipated remortgage. The Tenants did not submit any evidence to

substantiate the income expected from a remortgage, nor is there any guarantee that GF will sell the properties or generate sufficient funds to pay the arrears. SF's income alone is insufficient to sustain the tenancy.

11. As the breach of the order relates to the timely payment of rent, it is particularly concerning that the Tenants continued to make late payments even after filing this motion.
12. Under the circumstances, allowing this tenancy to continue would be prejudicial to the Landlord.

The Lifting of the Stay

13. 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.
14. At the hearing I considered that this is a relatively long tenancy of 6 years, that there is a school-aged child living in the rental unit and that SF's and his wife's income may present challenges with finding housing. My oral decision provided the Tenants with a delay to February 28, 2026, before lifting the stay to afford the family every opportunity to find alternate accommodation. Considering the issue date of this order, the stall shall be lifted immediately.

It is ordered that:

1. The motion to set aside Order LTB-L-102190-25, issued on December 9, 2025, is denied.
2. The stay of order LTB-L-102190-25 is lifted immediately.

March 13, 2026
Date Issued

Melissa Anjema
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.