



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

File Number: LTB-L-098363-25-SA

In the matter of: 204, 218 Close Avenue
Toronto ON M6K2V5

Between: Mike V Ferrante Landlord
Frank Ferrante
Rosanne Ferrante

And

Jason Farrar Tenant

Mike V Ferrante, Frank Ferrante and Rosanne Ferrante (the 'Landlord') applied for an order to terminate the tenancy and evict Jason Farrar (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 14, 2025 with respect to application LTB-L-096900-24.

The Landlord's application was resolved by order LTB-L-098363-25, issued on January 23, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-098363-25.

This motion was heard by videoconference on March 3, 2026.

The Landlord Rosanne Ferrante and the Tenant attended the hearing.

Determinations:

There was a breach of the previous order

1. The Tenant failed to meet a condition specified in the order issued by the LTB on March 14, 2025, with respect to application LTB-L-096900-24.
2. It was not disputed that the Tenant failed to pay the lawful monthly rent due by November 1, 2025.

The surrounding circumstances

3. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-098363-25.
4. The Tenant testified that he was employment in a seasonal role, and was not paid, which led to the breach. The Tenant testified that he is currently working in the hospitality industry and is doing part time on call work for three staffing companies. He acknowledged that he was have a difficult time paying the rent going forward.
5. Based on the Tenants own testimony I am not satisfied that the tenancy is viable and find that it would be unduly prejudicial to the Landlord to grant to motion to set aside.

The stay is lifted on May 1, 2026

6. The stay of order LTB-L-098363-25 is lifted on May 1, 2026.
7. The Tenant testified that he has lived in the rental unit for 30 years and has a large number of possessions in the rental unit, which would require time to move. He testified that he has strong ties to the community and has heart trouble and back problems. He testified that he has put out feelers on social media but has not been able to secure a new rental unit. The Tenant sought a delay to June 1, 2026, to allow him time to secure a new unit and move effectively. He testified that termination of the tenancy would be earth shattering and would require a complete fresh start.
8. The Landlord indicated that they were prepared to grant a delay to May 1, 2026, but testified that they have lost nearly \$12,000.00 already as a result of the Tenants non-payment and cannot continue to carry the unit without payment.
9. In consideration of the length of the tenancy and the Tenant's personal circumstances, I am satisfied that a delay is justified. This is a very long tenancy, and the Tenant's rent is well below market, and I accept that he will struggle to find comparable affordable housing. However, according to the Tenant's own testimony he would not be able to guarantee that he would be able to pay the rent moving forward, and I find that it would be unduly prejudicial to the Landlord to order a delay to June 1, 2026 when the Tenant is unable to pay the rent, especially in consideration of the outsider arrears. Therefore, I am satisfied that a delay to May 1, 2026, is appropriate as it allows the Tenant time to vacate in recognition of his circumstances and lengthy tenancy, while minimising prejudice to the Landlord.

It is ordered that:

1. The motion to set aside Order LTB-L-098363-25, issued on January 23, 2026, is denied.
2. The stay of order LTB-L-098363-25 is lifted on May 1, 2026.
3. Order LTB-L-098363-25 is unchanged.

March 17, 2026
Date Issued

Reid Jackson
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.