



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

File Number: LTB-L-009454-26-SA

In the matter of: 3, 2677 EGLINTON AVE W
Toronto ON M6M1T8

Between: HXMEternal Inc. Landlord

And

Melvelyn Joy Marbella Tenant

HXMEternal Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Melvelyn Joy Marbella (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 October 10, 2025 with respect to application LTB-L-059539-25.

The Landlord's application was resolved by order LTB-L-009454-26, issued on February 9, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-009454-26.

This motion was heard by videoconference on March 17, 2026. The Landlord's representative Xiumei Zheng, and the Tenant, who met with Duty Counsel, attended the hearing. Also in attendance was Patrick Parent as witness for the Tenant.

Determinations:

1. The Tenant owed the Landlord \$4,206.00 in arrears and costs to the end of September 2025. With the assistance of a Board Dispute Resolution Officer, the Tenant agreed to pay the Landlord \$426.00 on or before October 15, 2025 and to pay \$420.00 on or before the 15th of each month from November until the arrears were paid in full. The Tenant was also to pay rent in full and on time.
2. The lawful monthly rent is \$1,531.50. The amount the Tenant owes has increased to \$7,572.07. The last payment the Tenant made was \$400.00 on February 2, 2026.
3. The Tenant is unemployed and has no money. The Tenant's source of income is ODSP and a child tax benefit. These funds are not being used to pay the Landlord. Mr. Parent, who is the father of the Tenant's child, testified he is prepared to assist. When asked how much money he currently has, Mr. Parent testified that he has a couple of hundred dollars.

4. The Tenant was asked when Mr. Parent became involved to assist the Tenant. The Tenant testified that he became involved in the middle of February. It is noted that March rent became due after Mr. Parent became involved to assist with preserving this tenancy, that March rent was not paid and Mr. Parent has a couple of hundred dollars.
5. The Tenant and Mr. Parent proposed paying the Landlord \$1,000.00 by Friday, March 20th, a further \$3,000.00 by March 31st, and April rent by April 1st. The total amount that is proposed to be paid by April 1st is \$5,531.50.
6. Considering the fact that the Tenant is unemployed with limited income, and that Mr. Parent currently has a couple of hundred dollars and will have his own rent due, I find the proposal is not viable.
7. After considering all of the circumstances, including the increase in the amount the Tenant owes since entering into the consent, I find that it would be unfair to set aside order LTB-L-009454-26.

It is ordered that:

1. The motion to set aside Order LTB-L-009454-26, issued on February 9, 2026, is denied.
2. The stay of order LTB-L-009454-26 is lifted immediately.
3. Order LTB-L-009454-26 is unchanged.

March 24, 2026

Date Issued

Greg Joy

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.

