



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

Citation: Stupak v Chami, 2026 ONLTB 24350

Date: 2026-03-23

File Number: LTB-L-009261-26-SA

In the matter of: 205, 50 HILDA AVE
HAMILTON ON L8M3E6

Between: Morris Stupak Landlord

And

Jonathon Chami Tenant

Morris Stupak (the 'Landlord') applied for an order to terminate the tenancy and evict Jonathon Chami (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 August 22, 2025 with respect to application LTB-L-029739-25.

The Landlord's application was resolved by order LTB-L-009261-26, issued on February 6, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-009261-26.

This motion was heard by videoconference on March 18, 2026.

The Landlord, the Landlord's Legal Representative Edwin Alexander 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 August 22, 2025 with respect to application LTB-L-029739-25. The Tenant acknowledged that he failed to pay the lawful monthly rent for January 2026 by January 1, 2026, as determined in the February 6, 2026 *ex parte* order.

The surrounding circumstances

2. The Tenant explained that due to the US involvement in Venezuela, his employer in Trinidad has held back payments due to restrictions on the transfer of foreign currency. As a result, the Tenant has been without income and has not made payments to the Landlord since December 2025.
3. The amount of rent arrears owing when the original order was issued on August 22, 2025 were \$7,750.00 for the period ending June 30, 2025. It was not disputed the amount of rent arrears owing are currently \$7,413.00 for the period ending March 31, 2026.
4. The Tenant explained that he is no longer doing work for the company in Trinidad since he cannot receive payment for this employment. He has applied for jobs in Canada and is starting work at a convenience store the day following the hearing. He has been getting by with financial assistance from his friends and expects his monthly income to be \$3,040.00 from his new employment. The Tenant testified that he expects his wife to come to Canada in the near future and estimated this would be within two weeks although she has no confirmed travel plans. The expectation is that she will contribute approximately \$1,500.00 to the household income on a monthly basis.
5. The Tenant proposed a payment plan that in my view is not affordable when I consider the income the Tenant claimed. The monthly rent is \$1,845.00 and the Tenant proposed \$500.00 to \$800.00 each month in addition to the monthly rent to address the arrears of rent. I did not find this was realistic given the remaining amount left over each month for other living costs would be approximately \$700.00 before taxes. Without any confirmation as to when the Tenant's wife will actually arrive in Canada and when she would be able to provide financial resources, I did not find it appropriate to consider her income when determining the viability of the tenancy.
6. The Landlord submitted the amount of rent arrears owing has not materially changed since the original order was issued on August 22, 2025. The lack of payments and the ongoing arrears of rent have cause significant stress to the Landlord's wife, who is the current Landlord since Morris Stupak has passed away.
7. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-009261-26. I am not convinced the Tenant has established that he has sufficient income to afford the monthly rent and a meaningful payment towards the rent arrears, particularly when little money would be left for other life costs. For these reasons, I find the tenancy is not sustainable and that the Tenant would not likely be able to adhere to a fresh conditional order that would resolve the arrears of rent in a reasonable time. In my view, it would be unduly prejudicial to the Landlord to set aside the February 6, 2026 order and continue a tenancy that I am not convinced is financially viable. For these reasons, the Tenant's motion is denied.

Lifting of the stay

8. The Tenant requested that the lifting of the stay of the February 6, 2026 be delayed for two months to permit him time to find new housing. He explained that he will need time to save money for first and last month's rent with the commencement of his employment only beginning the day following the hearing. The Landlord made no significant submissions with respect to when the stay should be lifted but stated they opposed to a delay.

9. Based on the submissions made, I find it is appropriate to exercise my discretion to delay lifting the stay until April 30, 2026. This additional time recognizes the Tenant will need some time to accumulate financial resources to secure alternate housing.

It is ordered that:

1. The motion to set aside order LTB-L-009261-26, issued on February 6, 2026, is denied.
2. The stay of order LTB-L-009261-26 is lifted on April 30, 2026.
3. Order LTB-L-009261-26 is unchanged.

March 23, 2026
Date Issued

John Cashmore
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.