



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

Citation: Gao v Soriano, 2026 ONLTB 24310

Date: 2026-03-24

File Number: LTB-L-008563-26-SA

In the matter of: Basement, 125 LAPPIN AVE
TORONTO ON M6H1Y3

Between: Funing Gao
Katherine Hui
Landlords

And

Melanie Soriano
Kayla Raposa
Tenants

Funing Gao and Katherine Hui (the 'Landlords') applied for an order to terminate the tenancy and evict Melanie Soriano and Kayla Raposa (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Tenants did not meet a condition specified in the order issued by the LTB on November 13, 2025 with respect to application LTB-L-074378-25.

The Landlords' application was resolved by order LTB-L-008563-26, issued on February 6, 2026. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-008563-26.

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

The Landlords' Legal Representative Elaine Page and the Tenant Melanie Soriano attended the hearing.

Determinations:

There was a breach of the previous order

1. The Tenants failed to meet a condition specified in the order issued by the LTB on November 13, 2025 with respect to application LTB-L-074378-25. The Tenant acknowledged that the Tenants 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 the original order required payments of more than \$3,000.00 by January 9, 2026. The monthly rent of \$1,884.00 was due on January 1, 2026 and \$1,249.21 towards the arrears of rent was due on January 9, 2026. She submitted the payments required were too close together and that she struggled financially in January 2026 and could only pay the Landlord the money she had.
3. It was not disputed the Tenants did make payments to the Landlord. The Tenant stated the amount owing for January 2026 was paid by February 2026. However, the Tenant also acknowledged that the monthly rent for February 2026 and March 2026 had not been paid in full as of the hearing date. The parties agreed the amount currently outstanding is \$2,766.21 for the period ending March 31, 2026.
4. The Tenant testified that she is still having financial difficulty and that other payments she needs to make impact the Tenants' ability to make in full, and on-time payments to the Landlord for the monthly rent. She explained she has many other expenses including loans, food and transportation costs. The Tenant has contacted the rent bank but as of the hearing date, the Tenants did not have any confirmed assistance from them.
5. The Tenant proposed terms for a new conditional order. I canvasses the household income of the Tenants' and the Tenant agreed their proposal was not realistic given the amount of money left over once payments to the Landlord had been deducted from their income. The Tenant then proposed a lower amount stating she could look for other ways to obtain food.
6. The Landlords' position was the ongoing issue with arrears of rent has impacted the Landlords financially. They are small Landlords and rely on the payment of the monthly rent. The Landlord submitted that the arrears of rent should have been paid already, given the last payment required in the original order was the January 9, 2026 final payment towards the rent arrears.
7. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-008563-26. While the Tenants have made some payments to the Landlord, the Tenants remain in arrears of rent more than two months after last payment due in the original order. The proposal made by the Tenants at the hearing would require an additional nine months and this is drastically different than the period provided in the original order.
8. In addition, I was not confident the Tenants could actually afford the payment proposal put forward at the hearing. The Tenant explained more than once that many other expenses impact their ability to pay the Landlord and I was not convinced the Tenants could afford the monthly rent, a meaningful payment towards the rent arrears and their other expenses. In my view, it would be unduly prejudicial to the Landlord to issue a new conditional order when I am not convinced the Tenants can afford to make such ordered payments. For these reasons, the Tenants' motion to set aside the February 6, 2026 *ex parte* eviction order is denied.

Lifting of the stay

9. The Tenant is recovering from cancer and experiences significant monthly discomfort during the recovery process. I accept this will have some impact on the Tenants' ability to find new living accommodations. I also accept the rental market itself will require some time to navigate before the Tenants can find suitable housing. While the Landlord was not prepared to agree to delay in lifting the stay, they understood the Board may exercise the discretion to do so after considering the circumstances.
10. Based on the submissions made, I find it is appropriate exercise my discretion to delay lifting the stay until April 30, 2026.

It is ordered that:

1. The motion to set aside order LTB-L-008563-26, issued on February 6, 2026, is denied.
2. The stay of order LTB-L-008563-26 is lifted on April 30, 2026.
3. Order LTB-L-008563-26 is unchanged.

March 24, 2026
Date Issued

John Cashmore
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.