



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

**File Number:** LTB-L-013837-26-SA

**In the matter of:** 1908, 20 TEESDALE PL  
SCARBOROUGH ON M1L1L1

**Between:** Dentonia Court c/o Princess Management Landlord

**And**

Nathan Lazarus Tenants  
Shanice Katisha Philip

Dentonia Court c/o Princess Management (the 'Landlord') applied for an order to terminate the tenancy and evict Nathan Lazarus and Shanice Katisha Philip (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 June 16, 2025 with respect to application LTB-L-015011-25.

The Landlord's application was resolved by order LTB-L-013837-26, issued on February 17, 2026. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-013837-26.

This motion was heard by videoconference on March 25, 2026.

The Landlord's Legal Representative, J. MacDonald, and the Tenants, Nathan Lazarus (NL) and Shanice Philip (SP), attended the hearing. The Tenants spoke with Tenant Duty Counsel prior to 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 June 16, 2025 with respect to application LTB-L-015011-25. The Tenants did not pay \$1,015.77 on or before January 22, 2026 and did not pay the lawful rent owing for February 2026 on or before February 1, 2026.

The surrounding circumstances

2. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-013837-26.
3. NL stated that he is employed full-time but was not getting paid on time from his employer which caused them to fall into rent arrears. He stated that his employer's bank account was seized by CRA but that has since been cleared and he pay is back on track. He also confirmed that SP works full-time and her income helps support their household including four children but is not sufficient to cover everything including the rent and arrears. NL requested a new payment plan, wherein they pay \$4,000.00 immediately, rent on time, and \$1,500.00 on the 22<sup>nd</sup> of each month until the rent arrears are paid in full.
4. The Landlord's Legal Representative requested that the motion be denied and the stay lifted immediately. She submitted that both Tenants have been working and receiving CCB but have not made any payments to the Landlord since January 2026. She also submitted that the Tenants are either unable to pay or wilfully not paying since they acknowledge receiving moneys throughout this timeframe. She further submitted that the rent arrears now stand at \$12,589.34 which is higher than the amount owed at the time of the last payment plan order.
5. NL confirmed in testimony a gross monthly income of approximately \$2,880.00 (\$18.00/hr x 40 x 4) plus \$4,000.00 (\$25.00/hr x 40 x 4) plus \$3,000.00 (CCB) for a total of \$9,880.00. They have not made any payments to the Landlord since the rent for January 2026 was paid on January 28, 2026. Despite this, the Tenants state that they can only pay \$4,000.00 now which amounts to only \$630.00 towards the arrears as no rent was paid for February and March 2026.
6. Upon review of the Tenants' ledger provided into evidence by the Landlord (DOC-7636998), the Tenants payments have been sporadic since November 2025 although they were under a consent order to comply with set payment amounts and dates.
7. The rent arrears are significant at \$12,589.34 owing to March 31, 2026 and April 2026 rent is due within one week. This amount is greater than the amount owing in the previous order.
8. Additionally, the Tenants' motion record alleged issues that contradicted evidence presented at this hearing. Given this and the Tenants' history of rental payments, I find it more likely than not that the Tenants' evidence with respect to their stated monthly income and sustainability of this tenancy is simply not credible.
9. Having considered all of the circumstances before me, I find that it would be unfair to set aside the order. The Tenants requested another repayment plan, but have failed to demonstrate since November 2025 that they can make payments when due or even pay the accruing rent on time. Therefore, it would not be fair to the Landlord to order another repayment plan.

The stay is lifted on April 30, 2026

10. The stay of order LTB-L-013837-26 is lifted on April 30, 2026. This is a long term tenancy, approximately eight years, there are four children who will be impacted by this eviction, and the Landlord is holding a last month's rent deposit.

**It is ordered that:**

1. The motion to set aside Order LTB-L-013837-26, issued on February 17, 2026, is denied.
2. The stay of order LTB-L-013837-26 is lifted on April 30, 2026.
3. Order LTB-L-013837-26 is unchanged.

**April 2, 2026**  
**Date Issued**

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Lisa Del Vecchio  
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.