



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

Citation: LA DORELLE APTS v ROSARIO, 2026 ONLTB 16865

Date: 2026-04-02

File Number: LTB-L-015307-26-SA

In the matter of: 1807, 1 CANYON AVE
NORTH YORK ON M3H4X8

Between: LA DORELLE APTS Landlord

And

JOBER ROSARIO Tenant
JOEVEN JAY ROSARIO
JOSEPH ROSARIO

LA DORELLE APTS (the 'Landlord') applied for an order to terminate the tenancy and evict JOBER ROSARIO, JOEVEN JAY ROSARIO and JOSEPH ROSARIO (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 January 19, 2026 with respect to application LTB-L-085042-25.

The Landlord's application was resolved by order LTB-L-015307-26, issued on February 24, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-015307-26.

This motion was heard by videoconference on March 31, 2026.

The Landlord's representative Elizaveta Povargo and the Tenant attended the hearing.

Determinations:

The Breach

1. There is no dispute that the Tenant failed to meet a condition specified in the order issued by the LTB on January 19, 2026 with respect to application LTB-L-085042-25. The Tenant failed to pay rent on February 1, 2026 in full and on time and failed to pay arrears on February 16, 2026.

Tenant's Motion to Set Aside

2. As I am satisfied that the Tenant breached the order, the next issue before me is whether it would be unfair in all the circumstances to grant the Tenant's motion and set aside the eviction order.
3. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-015307-26. I say this because the Tenant's provided no reasonable explanation why they didn't pay the rent and arrears as required by the Board's order.
4. Based on a detailed analysis of the Tenants' monthly income and expenses, I find that they have a deficit every month of at least \$2,000.00. The combined family income is significant and well above six figures. Despite that healthy income, their expenses are exorbitant, including a number of discretionary expenses which the Tenants have prioritized over the payment of rent, including sending funds monthly overseas.
5. The Tenants testified that the mother B. Rosario had a slow down at work reduced her income. Although having agreed to enter into the consent agreement in January, the Tenants immediately breached. I find that when the consent agreement was entered into, the knowledge that there was a financial slowdown in Mrs. Rosario's work was known, yet they agreed to the plan proposed.
6. The tenancy is only 1 year old. Since the start of the tenancy the rent has not been paid in full each month, leading to arrears owing of \$8420.72 by November 2025. The amount owing has now increased to \$9,245.97 including the Landlord's filing fee. This confirms for me that the Tenants are not willing or able to meet their obligations under the tenancy agreement, regardless of employment slow down for one of the occupants.
7. The Tenants requested the stay be lifted and a more manageable payment plan be given to them. The problem with this request is that even if the arrears portion is reduced the rent remains to be paid, and it is the monthly rent the Tenants appear to also have difficulty paying. I am not persuaded therefore that a lower arrears payment plan will resolve their inability to manage their finances to meet their obligations.
8. I find therefore that it would be unfair in the circumstances to set aside the eviction order.

Lifting the Stay

9. As I am denying the Tenant's motion, the next issue before me is when to lift the stay of the eviction order.
10. In this regard I have considered that the Tenancy is short. Four working adults with a healthy combined income live in the rental unit. I have considered that a 13-year-old child also lives in the rental unit.
11. The Tenants have had since February 24, 2026 to begin looking for alternative accommodations. I find that a further 4 weeks generous in the circumstances as there is no certainty the rent will be paid. I have considered in selecting that date, that the Landlord holds last month's rent. The Tenant paid the rent on March 1, 2026, therefore last month's rent would apply to the arrears owing.

12. The stay of order LTB-L-015307-26 will be lifted on April 30, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-015307-26, issued on February 24, 2026, is denied.
2. The stay of order LTB-L-015307-26 is lifted April 30, 2026.
3. Order LTB-L-015307-26 is unchanged.

April 2, 2026
Date Issued

Julie Broderick
Member,, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.