



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

Citation: Linfred Investments Limited v WATSON, 2026 ONLTB 28636

Date: 2026-04-08

File Number: LTB-L-001975-26-SA

In the matter of: 210, 1691 GERRARD ST E
TORONTO ON M4L2B1

Between: Linfred Investments Limited

Landlord

And

Charles WATSON

Tenant

Linfred Investments Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Charles WATSON (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 June 6, 2025 with respect to application LTB-L-013769-25.

The Landlord's application was resolved by order LTB-L-001975-26, issued on January 13, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-001975-26.

This motion was heard by videoconference on February 5, 2026.

The Landlord's legal representative, Irvine Kirshenblat, 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 June 6, 2025 with respect to application LTB-L-013769-25. The Tenant failed to pay \$500.00 towards the arrears by December 15, 2025, and failed to pay rent by January 1, 2026.

The Surrounding Circumstances

2. As I am satisfied that the Tenant breached the order issued on March 13, 2024, 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 issued on October 15, 2025. For the following reasons, I find that it would be unfair to grant the Tenant's motion.

3. I say this because the Tenant admits that he cannot pay the monthly rent and cannot pay the outstanding arrears which are \$7,308.81 for the period ending February 28, 2026. The Tenant says that his partner moved out of the unit and he is now unable to afford the monthly rent. The Tenant says that he has been seeking out housing supports and financial assistance but he has been unsuccessful so far.
4. The Tenant says that his children live with him on a part time basis and he is requesting additional time to find alternate accommodations because has a "giant aquarium with animals in it that" he must re-house.
5. Despite the Tenant's submissions, I am satisfied that his children have alternate accommodations and it would be unfair to the Landlord to cause any additional delay in terminating this tenancy. I am also mindful that time has past since the hearing, which means the Tenant has already received at least a portion of the delay he requested. As the arrears are continuing to grow and as the Tenant is unable to afford to pay the rent or the arrears, and after considering all of the circumstances, I find that it would be unfair to the grant the Tenant's motion.
6. The Tenant's motion to set aside the eviction order is therefore denied and the stay is lifted immediately.

It is ordered that:

1. The motion to set aside Order LTB-L-001975-26, issued on January 13, 2026, is denied.
2. The stay of order LTB-L-001975-26 is lifted immediately.

April 8, 2026
Date Issued

Laura Hartslief
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.

