



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

Citation: DEMILIA INVESTMENTS IIA LIMITED v WALTERS, 2026 ONLTB 16551

Date: 2026-04-09

File Number: LTB-L-014068-26-SA

In the matter of: 316, 10 JAYZEL DR
NORTH YORK ON M9M2C3

Between: DEMILIA INVESTMENTS IIA LIMITED Landlord

And

SIEWE SIEWE WALTERS Tenant

DEMILIA INVESTMENTS IIA LIMITED (the 'Landlord') applied for an order to terminate the tenancy and evict SIEWE SIEWE WALTERS (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on May 30, 2025 with respect to application LTB-L-025849-25-SA.

The Landlord's application was resolved by order LTB-L-014068-26, issued on February 23, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-014068-26. This motion was heard by videoconference on March 30, 2026.

The Landlord's legal representative Marie Galevski and the Tenant attended the hearing.

Determinations:

Preliminary issue:

1. The Tenant advised that he resides alone in the rental unit, that the second named party in the Board's record, Henson Nkengasong is a guarantor.
2. The Landlord's legal representative in a post-hearing submission confirmed the same. As such, the application was amended removing the name of Henson Nkengasong as a tenant on record.
3. The Landlord filed an L1 application for non-payment of rent which was resolved by a prior order and then subsequent set aside order LTB-L-025849-25-SA issued on May 30, 2025. The order provided that the Landlord could apply to the Board under section 78 of

the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if they failed to make the arrears and rental payments specified in the order.

The breach

4. There is no dispute that the Tenant breached order with respect to LTB-L-025849-25-SA by failing to pay to the Landlord the lawful rent of \$1,714.25 in full on or before February 1, 2026.

The Tenant's Motion

5. The Tenant admits to breaching the Section 78 Order. In particular, the Tenant admits to not paying their lawful rent in full on or before February 1, 2026. The Tenant submitted that during the month of January 2026 his place of employment was closed for three (3) weeks due to maintenance issues. That due to the closure the payment of his wages was delayed, only receiving payment of wages on February 9, 2026.
6. In his motion, the Tenant indicated that he immediately paid the full rent of \$1,714.25 as owing to the Landlord on February 9, 2026.
7. However as evidenced in the Landlord's L4 application, the Tenant only paid \$1,650.00 in two installments as received on February 3 and 10, 2026. So, while submitting the full rent of \$1,714.25 had been paid on February 9, 2026, this was not so.
8. This motion is brought pursuant to subsection 78(11) of the Act. As I am satisfied that the Tenant breached the order issued on March 13, 2025, the only issue before me is whether I am "satisfied, having regard to all the circumstances, that it would not be unfair to set aside the order".
9. As of the date of hearing the Tenant submits that while he accepts that he was late in paying his rent in February, he wishes to preserve his housing noting that he does not have alternative options if evicted. That he was expecting his lawyer to attend the hearing to seek a payment agreement with the Landlord on consent and found out late of their unavailability to attend.
10. When asked about the particulars of his representative, he did not recall their name.
11. The Landlord seeks eviction noting that this is the Tenant's third motion to set aside filed within a 3 year period. This was confirmed with the Tenant having filed the prior motions in respect of LTB-L-0025849-25 on April 9, 2025 and LTB-L-066729-23 on September 25, 2023 for which hearings were held.
12. The Landlord's representative submitted that the Landlord can not keep coming back before the Board especially where the Tenant has shown a disregard for the prior orders. That the evidence shows that the Tenant while being ordered to pay rent on time pursuant to the most recent order LTB-L-025849-25-SA, the Tenant paid rent late 40% of the time. That the Landlord gave consideration and did not file on the first breach.

13. The Landlord relies on the Tenant's rent payment ledger as outlined on page 2 in (DOC-7623499) and submits that despite the Tenant being directed to pay rent in full on the 1st day of each month from June 1, 2025 to March 1, 2026, the record shows the Tenant paid rent late and or not in full in the months of August and November 2025 and now in February 2026 pursuant to the recent L4 application filing.
14. Since the Landlord's L4 application filing, March rent became due and payable on March 1, 2026. Again, the record shows that the Tenant partially paid March rent on March 3, 2026 in the amount of \$750.00, and while another portion was paid on March 23, 2026, \$100.21 was still outstanding. This was not disputed by the Tenant, he attributed this delay to production issues at work.
15. The Landlord is opposed to any further considerations of relief to the Tenant and seeks an immediate lifting of the stay noting that the Tenant has not provided any evidence of late payment of wages from his employer, any supporting documents which would confirm production issues at work nor any bank statements to demonstrate transactions.
16. Given that this is the third set aside motion filed by the Tenant and that there is no evidence of employment income from the Tenant to support that they are able to pay the arrears and meet their ongoing obligations of payment of rent, I find that allowing this tenancy to continue would be prejudicial to the Landlord. I take note that since filing of the motion on February 27, 2026, the Tenant demonstrated that he again had issues with payment of rent on time in March. As the parties have been before the Board six (6) times since August 2, 2023, this tenancy is no longer viable.
17. After considering all of the circumstances, I find that it would be unfair to set aside the order LTB-L-014068-26.

The Lifting of the Stay

18. As I am satisfied that the Tenant's motion should be denied, the next issue before me is when to lift the stay of the eviction order. As the Tenant submitted that he does not have support or alternative housing options at this time, I am of the view that lifting the stay effective May 31, 2026 is appropriate so that the Tenant has additional time to find suitable accommodations.
19. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The motion to set aside Order LTB-L-014068-26, issued on February 23, 2026, is denied.
2. The stay of order LTB-L-014068-26 is lifted on May 31, 2026.
3. Order LTB-L-014068-26 is unchanged.

April 9, 2026
Date Issued

Alicia Johnson
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.