



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

Citation: Amstar Pool I LP v Omotayo-Benson, 2026 ONLTB 29626

Date: 2026-04-10

File Number: LTB-L-013049-26-SA

In the matter of: 212, 2737 KIPLING AVE
TORONTO ON M9V4C3

Between: Amstar Pool I LP Landlord

And

Oluwasomi Omotayo-Benson Tenant

Amstar Pool I LP (the 'Landlord') applied for an order to terminate the tenancy and evict Oluwasomi Omotayo-Benson (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 Board on February 19, 2025 with respect to application LTB-L-080415-24.

The Landlord's application was resolved by order LTB-L-013049-26, issued on February 17, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-013049-26.

This motion was heard by videoconference on March 26, 2026.

The Landlord's representative, Stella Idahosa, and the Tenant attended the hearing.

Determinations:

1. There is no dispute between the parties that the Tenant failed to meet a condition specified in the order issued by the Board on February 19, 2025 with respect to application LTB-L-080415-24. The Tenant failed to pay the rent due on February 1, 2026.
2. That means the next question for the Board is whether it would be unfair in all of the circumstances to set aside the eviction order issued on February 19, 2026.
3. The history of the current application is that the Tenant fell into arrears of rent and the Landlord filed an L1 application with the Board that came before the Board on February 11, 2025. The parties consented to an order through Board facilitated mediation. The order says the Tenant owes \$8,217.40 for arrears of rent up to February 28, 2025, and costs, and will pay \$684.78 on or before the 20th day of each month from March 20, 2025 to

January 20, 2026, \$684.82 on or before February 20, 2026, and new rent on time for the period March 1, 2025 to February 28, 2026, or until the rent arrears are paid in full.

4. According to the current application before the Board the monthly rent is \$2,631.74; the Tenant paid the rent in full for the period March 1, 2025 to May 31, 2025, but for the period June 1, 2025 to December 31, 2025 fell behind; the rent for January, 2026 was paid; the rent for February, 2026 was not paid. As of the date the Landlord's current application was filed the total arrears owing stood at \$7,218.49 which means the Tenant managed to pay off only about \$1,000.00 of the original balance owing. As of the date of the hearing of the Tenant's motion the balance owing stood at \$7,280.23.
5. According to the Tenant's set aside motion, the rental unit is a 3 bedroom apartment and he lives there with his wife and 3 children who are 4, 5 years old and 11 months. The Tenant was laid off during parental leave in October of 2025. He is looking for work and gets \$618.00 weekly from Employment Insurance and has applied to the local Rent Bank. His spouse attends Humber College.
6. The Tenant says he and his family have lived in the rental unit since 2021 and wish to remain. The children go to school in the area and the eldest has behavioural issues involving mental health professionals. He says changing schools would be very difficult and he would not be able to find a comparable unit.
7. After the set aside motion was filed the Tenant found out that he can apply to unlock his RRSP savings by way of a hardship fund application. At my request, after the hearing he loaded into Tribunals Ontario's Portal ('TOP') a copy of his hardship fund application. It indicates the Tenant has in excess of \$30,000.00 available to him to withdraw.
8. The Landlord led no evidence with respect to the Landlord's circumstances.
9. So the issue before the Board is would it be unfair in all of the circumstances to set aside the eviction order.
10. Although I agree with the Landlord that the Tenant's current income is insufficient to allow him to afford the rental unit, he has considerable savings in his RRSP that if withdrawn would pay off the rent arrears and new rent for a considerable number of months. As a result, it seems to that it would not be unfair to grant the Tenant's motion but replace the original repayment plan with a standard voidable eviction order. If the Tenant unlocks his RRSP funds he will be able to pay off the rent arrears owing and the Landlord will be made whole. Therefore it would not be unfair to set aside the current eviction order.
11. An order shall issue accordingly.
12. 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-013049-26, issued on February 17, 2026, is granted. Order LTB-L-013049-26, issued on February 17, 2026, is set aside and cannot be enforced.

2. The previous order issued on February 19, 2025 with respect to LTB-L-080415-24 is amended by replacing it with the following:
 1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
 2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$9,911.97 (less any payment made after the hearing held on March 26, 2026) if the payment is made on or before April 21, 2026.
 3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after April 21, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before April 21, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,362.69 (less any payment made after the hearing held on March 26, 2026). This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
 6. The Tenant shall also pay the Landlord compensation of \$86.52 per day for the use of the unit starting March 27, 2026 until the date the Tenant moves out of the unit.
 7. If the Tenant does not pay the Landlord the full amount owing on or before April 21, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 22, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before April 21, 2026, then starting April 22, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after April 22, 2026.

April 10, 2026
Date Issued

Ruth Carey
Vice Chair, 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on October 22, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.