



**Order under Section 21.2 of the
Statutory Powers Procedure Act and the
Residential Tenancies Act, 2006**

File Number: LTB-L-096839-25-SA-RV

In the matter of: 2, 79 Barker Dr
Kingston ON K7K6X8

Between: Avaneu Single Family Rental GP Inc. Landlord

And

Anthony Bilow Tenant
Nathan Narine
Joel Spires
Kersten Boon

Review Order

Avaneu Single Family Rental GP Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Anthony Bilow, Nathan Narine, Joel Spires and Kersten Boon (the 'Tenant') because the Tenant failed to meet a condition specified in the order issued by the Board on August 29, 2025, with respect to application LTB-L-031079-25.

This application was resolved by order LTB-L-096839-25, issued on November 24, 2025. This order was issued without a hearing being held.

On December 16, 2025, the Tenant filed a motion to set aside order LTB-L-096839-25.

The Tenant's motion was resolved by order LTB-L-096839-25-SA issued on March 13, 2026.

On March 15, 2026, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On March 16, 2026, interim order LTB-L-096839-25-SA-RV-IN was issued, staying the order issued on March 13, 2026.

The review request was heard by videoconference on April 16, 2026.

The Landlord's Legal Representative Angie Gravelle, the Landlord's Agent Marc Orticello, and the Tenants Nathan Narine and Kersten Boon attended the hearing.

Determinations:

Review Request

1. Application LTB-L-096839-25 was heard by videoconference on January 13, 2026. Based on the evidence provided at the hearing, the Tenant's motion to set aside order LTB-L-031079-25 was denied.
2. The Tenant, Nathan Narine, submitted that order LTB-L-096839-25-SA issued on March 13, 2026, contained a serious error because the Member did not consider the Tenants' circumstances in determining when to lift the stay. According to the Tenant, the Member did not inquire into the Tenant's circumstances at the initial hearing, focusing only on whether the arrears could be repaid within a reasonable time.
3. The Landlord's Representative opposed the review request, submitting that the Member considered all the relevant circumstances when making his decision.
4. The order contains cogent reasons for finding a breach of the conditional order and for denying the Tenant's motion. However, there are no reasons given for lifting the stay immediately. The Board's orders must contain reasons regarding all the relevant issues in the matter to be determined. The lack of reasons regarding the timing of the lifting of the stay is a serious error.
5. Therefore, the Tenant's request to review the order is granted. The Tenant's motion to set aside was heard *de novo* on April 16, 2026.
6. In the review request, the Tenant also submitted that the order issued on March 13, 2026, denying the motion, was inconsistent with order LTB-L-085804-25, issued on January 13, 2026, which granted relief from eviction. As explained during the hearing, each application is determined on its own merits. Therefore, this was not an error.

Set Aside Motion

7. It was undisputed that the Tenant breached a condition in order LTB-L-031079-25 by failing to pay the ongoing utilities.
8. The Tenant, Nathan Narine, explained that, at the time of the breach, his roommate Anthony Bilow ('AB') was also living at the rental unit, and that the missing payment was AB's portion. AB was having problems meeting his financial obligations and vacated the rental unit in October 2025. The Tenant testified that he has been paying the rent, rent arrears, ongoing utilities, and utilities arrears since then, only stopping the payment of the utilities arrears when order LTB-L-096839-25 was stayed.
9. The Tenant testified that he could still afford the rent without the assistance of roommates, and that he was expecting a pay raise in the coming weeks due to a promotion. The Tenants have three children and need to stay in the area so their daughter can stay in the same school district. The Tenant requires a high-speed internet connection to do his work from home. The Tenant explained that previous breaches of the tenancy and rent arrears

were due to AB, but that the Tenants were now prepared to take responsibility for the outstanding amounts.

10. The rent arrears issue has been determined in order LTB-L-085804-25, issued on January 13, 2026, which required a \$100.00 monthly payment from March to July 2026, then increasing to \$800.00 monthly in August 2026. The Tenant offered to pay \$800.00 per month in total towards the rent and arrears. This means the utilities portion would be \$700.00 per month from May to July 2026, then the balance after February 2027, once the rent arrears have been repaid in full.
11. The Landlord's Representative opposed the motion, submitting that the tenancy has been in arrears since 2023. The Representative submitted that it was unlikely that the Tenants would comply with a conditional order for repayment given their history of underpayment. The Representative referenced a previous Board order between the parties, LTB-L-098391-23, which resolved the 2023 arrears with a payment plan. The arrears in the more recent order, LTB-L-085804-25, arose immediately after the conclusion of the first payment plan. The Representative submitted that the Landlord is incurring significant costs to track this tenancy and participate in numerous Board proceedings.
12. I am not satisfied that the Tenant's explanation justifies the breach of the conditional order. In a joint tenancy, each tenant is jointly and severally liable for paying the full amount owing per the tenancy agreement. If one tenant or occupant fails to pay their agreed-upon portion, the tenancy as a whole is in breach, and the landlord has grounds to evict all the tenants. If AB missed his portion, it was the responsibility of the other Tenants to fulfill their collective obligation to the Landlord and make the payment in order to preserve the tenancy. The Tenants failed to do so.
13. Although the Tenant testified to a monthly income of around \$5,000.00, which would appear to be sufficient to maintain the tenancy, I am not satisfied that the tenancy is viable due to the payment history. It was unclear why the tenancy was in arrears since 2023 if the Tenants could fully afford the unit without the assistance of roommates. The ongoing arrears suggest either an inability or a choice by the Tenants not to fulfill their obligations under the tenancy agreement.
14. The Tenant acknowledged that there is an outstanding balance of \$12,893.00 in the tenancy, \$3,714.72 of which are utilities arrears. I do not find it fair to the Landlord to continue a tenancy that has been in substantial arrears for three years. Therefore, the Tenant's motion is denied. However, considering the Tenant's children and work requirements, I find it appropriate to postpone the lifting of the stay to June 1, 2026.

It is ordered that:

1. The request to review order LTB-L-096839-25-SA issued on March 13, 2026, is granted. The order is cancelled and replaced with the following.
2. The interim order issued on March 16, 2026, is cancelled.
3. The motion to set aside order LTB-L-096839-25 issued on November 24, 2025, is denied.

4. The stay of order LTB-L-096839-25 issued on November 24, 2025, is lifted on June 1, 2026.

April 24, 2026
Date Issued

Kate Sinipostolova
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.