



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

Citation: Do v Bejjany, 2026 ONLTB 34862

Date: 2026-05-08

File Number: LTB-L-020750-26-SA

In the matter of: 80 BEAUMONDE HEIGHTS DR
ETOBICOKE ON M9V1V9

Between: Hai Xuan Do

Landlord

And

Hisham Bejjany

Tenant

Hai Xuan Do (the 'Landlord') applied for an order to terminate the tenancy and evict Hisham Bejjany (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 27, 2026 with respect to application LTB-L-086323-25.

The Landlord's application was resolved by order LTB-L-020750-26, issued on March 10, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-020750-26.

This motion was heard by videoconference on April 27, 2026.

The Landlord, the Landlord's agent/interpreter, Duy Quang Do, and the Tenant attended the hearing.

Determinations:

1. The first issue before the Board is whether there was a breach of order LTB-L-086323-25 issued on January 27, 2026 as alleged by the Landlord. At the hearing, the Tenant agreed he breached the terms of the order; specifically, he failed to pay the Landlord \$2,000.00 towards arrears on or before February 21, 2026.
2. This means I must determine, having regard to all the circumstances, whether it would not be unfair to set aside the eviction order pursuant to section 78(11)(b) of the *Residential Tenancies Act, 2006* (the 'Act').

3. The Tenant testified that the job he had secured fell through after the parties' appearance before the Board on January 7, 2026. The Tenant testified that he started a new job two weeks ago and his monthly income will be \$9,000.00.
4. The Tenant sought another opportunity to preserve the tenancy and requested that the Board issue a new payment plan requiring him to pay the ongoing rent on time and \$3,000.00 towards the arrears each month. The Tenant testified that his sister and his parents will contribute and ensure that the payment plan is complied with.
5. The Landlord opposed the Tenant's motion submitting that the arrears are substantial and that the Tenant has been in arrears for over a year. The Landlord submitted that he is experiencing financial hardship due to the Tenant's non-payment and has had to borrow money and utilize loans and credit cards to pay the rental unit's mortgage payments.

Analysis

6. There is no dispute that the Tenant breached the order issued on January 27, 2026.
7. The Board's expectation is that orders issued will be complied with by the parties. However, the purpose of subsection 78(11)(b) of the Act is provide for the possibility of relief from eviction where there has been a breach of a mediated agreement or order but there are extenuating circumstances to consider. The Board is usually interested in knowing whether or not the breach was unavoidable, or a result of events beyond the tenant's control. It is also interested in whether or not the tenancy is viable as there is no point in continuing a tenancy where future breaches are inevitable.
8. The parties came before Board on January 7, 2026 and at that point, the Tenant owed \$28,400.00 in arrears. Not only has the arrears not decreased but the arrears have actually increased as the Tenant has made no payments to the Landlord.
9. The Tenant did not provide any documentary evidence to substantiate his expenses and income nor did he provide any evidence confirming that he had a job secured in January 2026 and it fell through unexpectedly. There is also a discrepancy between the Tenant's submissions on the motion to set aside and the Tenant's *viva voce* evidence. In the motion filed March 19, 2026, the Tenant indicated that there was an unforeseeable delay in starting his new job and that he began his full-time job in March. At the hearing, the Tenant testified that he only got a new job two weeks ago. In the motion, the Tenant also indicated that he would be continuing the payment plan and paying the Landlord on April 5, 2026. No payment was made.
10. Without any supporting documentation and considering the inconsistent submissions from the Tenant, I am not convinced that the Tenant has the means and funds to satisfy another payment plan. The Tenant's submissions that his sister and parents will contribute was not corroborated. There was no evidence before the Board that the Tenant has secured funds, or how much, from his sister or his parents.
11. The Tenant acknowledged that his parents have income from pension and that they have funds left over after their monthly expenses. Given that the Tenant's parents reside in the

rental unit, I find it unreasonable that the Tenant has not taken any reasonable steps to get financial assistance from them and pay the Landlord some monies in good faith.

12. Given all the above, I find that it would be unfair to set aside the eviction order. The evidence is insufficient to establish the Tenant's ongoing defaults were reasonable or that the tenancy is viable.
13. With respect to when to lift the stay on the eviction order, I find it unreasonable to delay the eviction considering the Tenant has paid the Landlord nothing and the fact that arrears are likely to increase until the Tenant vacates the rental unit. The Landlord is a small-scale landlord with limited resources. If the Tenant's evidence is true, the Tenant should be able to locate the funds needed to secure alternative housing or temporary housing given the time the Sheriff will likely take to enforce the eviction order if necessary. As such, the stay of order LTB-L-020750-26 is lifted immediately.

It is ordered that:

1. The motion to set aside Order LTB-L-020750-26, issued on March 10, 2026, is denied.
2. The stay of order LTB-L-020750-26 is lifted immediately.
3. Order LTB-L-020750-26 is unchanged.

May 8, 2026
Date Issued

Vicky Liu
Member, Landlord and Tenant Board

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