



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

**Citation:** Saleh v Neufville, 2026 ONLTB 38050

**Date:** 2026-05-12

**File Number:** LTB-L-012574-26-SA

**In the matter of:** 729, 29 QUEENS QUAY EAST  
TORONTO ON M5E0A4

**Between:** Wagdy Saleh  
Mariam Saleh Landlords

**And**

Michael Neufville  
Marya Qasem Zada Tenants

Wagdy Saleh and Mariam Saleh (the 'Landlords') applied for an order to terminate the tenancy and evict Michael Neufville and Marya Qasem Zada (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Tenants did not meet a condition specified in the order issued by the LTB on October 29, 2025 with respect to application LTB-L-076506-25.

The Landlord's application was resolved by order LTB-L-012574-26, issued on October 29, 2025. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-012574-26.

This motion was heard by videoconference on April 14, 2026.

The Landlords and the Tenant Michael Neufville attended the hearing.

### **Determinations:**

There was a breach of the previous order

1. The Tenant failed to meet a condition specified in the order issued by the LTB on October 29, 2025, with respect to application LTB-L-076506-25.
2. The Tenant did not dispute that they failed to pay the lawful monthly rent due on January 15, 2026, and also failed to make a payment of \$1,000.00 towards arrears on the same date.

The surrounding circumstances

3. The Tenant testified that he owns a business and had a client payment that was severely delayed causing a “cash crunch”. The Tenant’s evidence is that a payment of \$27,000.00 was the entirety of his first quarter income but it was delayed.
4. The Tenant requested that his motion be granted and proposed paying \$4,000.00 on the date of the hearing, then resuming payments of \$1,000.00 per month.
5. The Tenant did not propose making up the missed payments and could only pay \$4,000.00 as of the date of the hearing. The payment of \$4,000.00 would pay the rent due April 15, 2026, and a modest amount towards the arrears.
6. The Tenant gave evidence that he was also finalizing a rent bank application to secure \$5,000.00 and would make payments to the Landlord for any remaining balance.
7. The Tenant further testified that his second fiscal quarter is ending, and he would be receiving income the week of the hearing into the following week.
8. The Landlord testified that there has been a long history of non-payment and partial payment. The Landlord also testified that they are “running negative” on their mortgage as a result of the Tenant’s non-payment and do not wish to continue the tenancy.
9. The Tenant breached the original order only three months into the payment plan. The Tenant’s own evidence is that his first quarter is “slow”, and his income went through a “natural seasonal dip”. This suggests that the Tenant entered into the payment plan with foreknowledge that their income fluctuates seasonally but took no steps to plan for this anticipated change in income.
10. The payment of \$27,000.00 that the Tenant testified was delayed was more than sufficient to pay the arrears however, the Tenant did not sufficiently explain whether this money was ever received, or where it was allocated.
11. Even if the Tenant received the \$27,000.00 payment it was not paid to the Landlord and the Tenant prioritized other expenses over compliance with the payment plan.
12. Further, the Tenant’s evidence about anticipated future payments they would be receiving was non-specific and the Tenant did not submit evidence that their rent bank application was submitted or approved.
13. Given the unpredictability of the Tenant’s income and the vague evidence in relation to the Tenant’s anticipated future income, when considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-012574-26.

The stay is lifted on June 30, 2026

14. The stay of order LTB-L-012574-26 is lifted on June 30, 2026.
15. The Tenant requested the stay be lifted no earlier than 90 to 120 days if the motion is denied. The Landlord requested the stay be lifted immediately given the history of non-payment.

16. The Tenant has a young child and supports his wife; despite the Landlord's submissions in relation to financial issues, the balance of prejudice favours the Tenant. In the circumstances, a brief delay in lifting the stay to June 30, 2026, is appropriate.

**It is ordered that:**

1. The motion to set aside Order LTB-L-012574-26, issued on October 29, 2025, is denied.
2. The stay of order LTB-L-012574-26 is lifted on June 30, 2026.
3. Order LTB-L-012574-26 is unchanged.

**May 12, 2026**  
**Date Issued**

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Kyle McGraw  
Member, Landlord and Tenant Board

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