



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

File Number: LTB-L-005170-26-SA

In the matter of: 1594 JALNA BLVD
LONDON ON N6E3L1

Between: Carlos Pereira & Ileana Olivar c/o Bloom Landlord
Property Mgmt

And

Jorge Azuz Tenants
Hailey McIntyre

Carlos Pereira & Ileana Olivar c/o Bloom Property Mgmt (the 'Landlord') applied for an order to terminate the tenancy and evict Jorge Azuz and Hailey McIntyre (the 'Tenants') because the Tenants did not meet a condition specified in the order issued by the LTB on May 12, 2025, with respect to the application LTB-L-025222-25.

The Landlord's application was resolved by the order LTB-L-005170-26, issued on February 2, 2026. This order was issued without a hearing being held.

On February 4, 2026, the Tenants filed a motion to set aside the order LTB-L-005170-26, issued on February 2, 2026.

This motion was heard by videoconference on April 16, 2026.

The Tenant Jorge Azuz, and the Landlord's Legal Representative, Robert Rose, attended the hearing.

Determinations:

Motion to Set Aside the Order LTB-L-005170-26, Issued on February 2, 2026

1. The Tenants agreed that they failed to meet a condition specified in the order LTB-L-025222-25, issued on May 12, 2025. Specifically, the Tenants failed to pay the rent for the rental period starting January 1, 2026, and ending January 31, 2026, on or before January 1, 2026.
2. The Tenant Jorge Azuz (hereafter referred to as 'J.A') testified that a fire occurred at their place of business on December 30, 2025, as it appears from a copy of the security camera

pictures showing the presence of firefighters at the Tenants' place of business (DOC-7306214, IMG_4469.JPEG, IMG_4484.JPEG, IMG_4422.JPEG, IMG_4477.JPEG, IMG_4473.JPEG; Exhibit 1, *in bundle*).

3. J.A stated that they had to incur unexpected expenses as a result of the fire, in order to meet certain requirements from the business's insurance provider.
4. J.A indicated that they proceeded to pay the rent for the rental period starting January 1, 2026, and ending January 31, 2026, by February 4, 2026.
5. The Tenants therefore seek for their motion to set aside the order LTB-L-005170-26, issued on February 2, 2026, to be granted, as they seek to continue the tenancy. They submit that they have the financial means to continue the tenancy as they estimate their monthly gross household income to be around \$7,500.00 and their monthly expenses to be around \$6,638.50.
6. Under cross-examination, J.A agreed that in their motion submitted to the Board on February 4, 2026, they indicate that the fire at their place of business took place on January 1, 2026.
7. Under cross-examination, J.A agreed that their place of business I located in Aylmer.
8. Under cross-examination, J.A was unable to explain why the metadata associated to the picture "IMG_4422.JPEG" (Exhibit 1) reflected that the picture was taken at the Tenants' place of business on January 3, 2026, as it appears from the screenshot of the metadata of the "IMG_4422.JPEG" (DOC-7736887, page 4 of 25; Exhibit 2). They did not dispute the authenticity of the picture.
9. Under cross-examination, J.A indicated that they prioritized their business expenses over the rent payments in order to try to avoid having to file for bankruptcy.
10. Under cross-examination, J.A agreed that they did not provide any reports from the Fire Department. They stated that as the fire was relatively minor, no such report was required.
11. Under cross-examination, J.A stated that they were able to reopen their business around three (3) months after the fire. They re-opening was delayed due to the requirements involving their insurance provider and their adjuster.
12. The Landlord submits that the Landlord and the Tenants are continuously ending up before the Board for matters involving the tenancy and the Tenants' failure to pay the rent or their failure to pay the rent in full and on time, as the Tenants have multiplied filing motions to void¹, motions to set aside, or requests to review² in hopes of continuing their tenancy.
13. The Landlord submits that there are inconsistencies with respect to when the fire at the Tenants' place of business took place when comparing their testimony during the hearing to the written submissions included in the motion filed on February 4, 2026, and that no reasonable explanation was given to explain these discrepancies.

¹ Order LTB-L-025222-25-VO, issued on August 11, 2025.

² Order LTB-L-025222-25-VO-RV, issued on October 6, 2025.

14. The Landlord further submits that while the Tenants testified that they faced unexpected expenses stemming from the fire, the Tenants failed to produce any documentary evidence to substantiate such a claim.
15. The Landlord therefore sought for the Board to deny the Tenants' motion to set aside the order LTB-L-005170-26, issued on February 2, 2026, as the Tenants does not dispute breaching a condition set out in the order LTB-L-025222-25, issued on May 12, 2025, and provided no reasonable explanation as to why the required payment could not be completed on or before January 1, 2026.

Analysis

16. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-005170-26, issued on February 2, 2026. Indeed, despite consenting to paying the lawful monthly rent in full and on time in accordance with the terms set out in the order LTB-L-025222-25, issued on May 12, 2025, the Tenants failed to abide by their obligations to pay the monthly rent in full and on time with respect to the rental period starting January 1, 2026, and ending January 31, 2026.
17. Although the Tenants associated their inability to pay the rent in full and on time for the month of January 2026, to a fire that took place at their place of business, I am not satisfied, on a balance of probabilities, that the fire occurred prior to the rent being due.
18. Indeed, the Tenants submitted in the written motion filed with the Board on February 4, 2026, that the fire in question took place on December 30, 2025 (*i.e.* two days prior to rent being due). Yet, during the hearing, they testified that the fire took place January 1, 2026 (*i.e.* the date rent was due), while the metadata associated to the pictures they themselves submitted (Exhibit 2) reflected that the fire took place on January 3, 2026 (*i.e.* two days after rent was due).
19. These inconsistencies with respect to the timing of the fire led little credence to the Tenants' position that they were unable to pay the rent for the rental period starting January 1, 2026, and ending January 31, 2026, as a direct result of the aforementioned fire.
20. I also did not find it credible that the Tenants were not provided with any form of reports or confirmation of occupancy being returned to them once the premises were declared safe by the Fire Department.
21. Furthermore, while the Tenants claimed that they incurred expenses as a direct result of the fire, which they elected to prioritize over their rent, the Tenants failed to submit any documentation with respect to these alleged expenses. As the Tenants limited their submissions to vague and generic statements that were not corroborated by any supporting evidence or details, I find that the Tenants failed to meet the burden of proof to establish their claim. The same applies with respect to the Tenants' income and expenses for which further doubt is cast as – by the Tenants own admission – their personal finances are intertwined and mixed with the finances of the place of business.
22. As I am not satisfied that the Tenants' failure to pay the rent for the rental period starting January 1, 2026, and ending January 31, 2026, is directly related to the fire at the Tenants' place of business, I find that the Tenants failed to demonstrate a clear and reasonable

explanation as to why they were unable to abide by the terms they had previously consented to through the order LTB-L-025222-25, issued on May 12, 2025. Additionally, as I did not find the Tenants' presentation of their income and expense to be credible in light of the fact that some of their personal finances are intermingled with the finances of their place of business, I am not satisfied that the Tenants have the financial means to continue the tenancy of their own accord, under their current circumstances, especially when taking into consideration the Tenants' demonstrated intent to favour their business expenses over their monthly rent.

23. The Tenants' inability to pay the Landlord the ongoing monthly rent in full and on time would result in additional prejudice to the Landlord. Accordingly, the Tenants' motion to set aside the order LTB-L-005170-26, issued on February 2, 2026, is denied.

Lifting of the Stay

24. J.A testified they moved into the rental unit on April 1, 2019, and currently occupy the premises with their spouse and two minor children.
25. J.A stated that their children attend school in close proximity to the rental unit.
26. J.A indicated that they have not started to look for alternate housing accommodations.
27. The Landlord was amenable to postponing the lifting of the stay by two (2) weeks.
28. While I am cognizant of the length of the tenancy and that that Tenants will need some time to find alternate housing accommodations, I find that it would be unfair to delay the lifting of the stay beyond July 15, 2026. The Tenants have established a pattern of requiring Board orders to abide their obligation to pay rent in full and on time, and despite consenting to terms, the Tenants have failed to follow through with their commitments. The Landlord should no longer have to bear the burden of the Tenants' financial difficulties.
29. The delay will allow the Tenants additional time to search for new housing accommodations for themselves and their family, all while limiting the impact on their children's academic term.
30. While not their preferred outcome, the prejudice to the Landlord is minimized as the extension is not prolonged.

It is ordered that:

1. The motion to set aside the order LTB-L-005170-26, issued on February 2, 2026, is denied. The order remains unchanged.
2. The stay of the order LTB-L-005170-26, issued on February 2, 2026, is lifted July 15, 2026.

May 15, 2026
Date Issued

Alexandre Traboulsi
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.