



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

Citation: SKPM RENTS 2 v WALI, 2026 ONLTB 23627

Date: 2026-05-20

File Number: LTB-L-023802-26-SA

In the matter of: 907, 31 ST DENNIS DR
NORTH YORK ON M3C1G8

Between: SKPM RENTS 2 Landlord

And

NAZIR WALI Tenant
SYED RAZA

SKPM RENTS 2 (the 'Landlord') applied for an order to terminate the tenancy and evict NAZIR WALI and SYED RAZA (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 12, 2026 with respect to application LTB-L-083972-25.

The Landlord's application was resolved by order LTB-L-023802-26, issued on March 23, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-023802-26.

This motion was heard by videoconference on May 11, 2026.

The Landlord's agent Aman Singh, the Landlord's representative Howard Levenson and the Tenant Nazir Wali attended the hearing.

Determinations:

The Breach

1. There is no dispute that the Tenant failed to meet a condition specified in the order issued by the LTB on January 12, 2026 with respect to application LTB-L-083972-25. The Tenant failed to pay the rent on or before March 1, 2026.

The surrounding circumstances

2. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-023802-26.
3. The Tenant testified they did not pay the rent because they had surgery scheduled last minute on February 26, 2026 and they were in recovery for three weeks. The Tenant provided no evidence in support of their surgery or the recovery time. The Tenant testified he was unable to work extra to supplement his income. He agrees that his Ontario Works ('OW') income didn't change and agrees his supplemental income was small, only working four days a month.
4. The Tenant later testified that he failed to also file his OW documents in March and April, causing his OW income to be suspended. The Tenant acknowledged that this was corrected in April. Despite receiving the back pay from OW in April, the Tenant failed to pay the arrears or rent for April and March. He also did not pay the rent or arrears for May.
5. The Tenant submits that he didn't have a roommate since last May of 2025. He entered into the consent order with the hope that he would have find a roommate but didn't find anyone until the beginning of May. He now has two roommates. Unfortunately, although they are supposed to contribute \$550.00 each, one has paid in part and the other not at all. Both have promised to pay, however, there is no certainty that this will happen. Assuming both do pay their share, the Tenant will still barely meet his expenses, barring anything unexpected. It would be unfair to expect the Landlord to rely on that promise.
6. I also find that the hope to find a roommate was nowhere near a certainty and the inability to do so was reasonably foreseeable given the Tenant had been looking for several months previously.
7. Based on the financial information provided by the Tenant, it is apparent that the Tenant's expenses far exceed his income. Despite the surgery delay, the Tenant has made no good faith payments, although he received back pay. This tells me the Tenant is either unwilling or unable to meet his obligation and does not pay the monthly rent in full and on time.
8. The Tenant acknowledged in the hearing, upon cross-examination that he actually withheld rent because he wanted to see what would happen at the LTB. This confirms that the Tenant is unwilling to meet his obligations.
9. I find that the Tenant was aware of his forthcoming surgery, although not on the specific date, as he had been anticipating it for two years. He entered into the payment plan aware that it might happen. Regardless of the surgery, however, it was his actions in failing to file his OW documents that reduced his income which was entirely foreseeable and within his control.
10. I have considered that the Tenant has lived in the rental unit for just 13 months. In that time he has paid very little towards rent. His arrears are significant. Very little assurance or plan was put forward as to how the Tenant would be able to afford the tenancy and pay his arrears. Moreover. Given the Tenant's acknowledgement that he intentionally withheld the rent, and the evidence that the Tenancy is likely not financially viable, I find it would be unfair to the Landlord to grant the set-aside motion.

Lifting the Stay

11. I must consider when the stay should be lifted. In that regard, I have considered that the Tenant has lived in the rental unit since April 1, 2025. The rental unit is a three bedroom, and his roommates have only just moved in this month. He pays the market rent, and based on his income, with a roommate or two, he could afford market rent elsewhere.
12. The Tenant requested the stay be lifted on June 30, 2026. While I find that some delay is fair given the Tenant's lower income, I find that it would be unfair to extend any delay into June. The exparte eviction order was issued on March 20, 2026. This means the Tenant has had over 7 weeks to find alternate accommodations. I find a further two weeks not unreasonable.

It is ordered that:

1. The motion to set aside Order LTB-L-023802-26, issued on March 23, 2026, is denied.
2. The stay of order LTB-L-023802-26 is lifted May 31, 2026.

May 20, 2026
Date Issued

Julie Broderick
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.