



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

Citation: Latta v Arsenov, 2026 ONLTB 24276

Date: 2026-05-13

File Number: LTB-L-024654-26-SA

In the matter of: F, 50 HARRIS AVE
BRANTFORD ON N3R2E9

Between: Robert Latta Landlord

And

John Arsenov Tenants
Jan Hughes

Robert Latta (the 'Landlord') applied for an order to terminate the tenancy and evict John Arsenov and Jan Hughes (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Tenant did not meet a condition specified in the order issued by the LTB on February 17, 2026 with respect to application LTB-L-100474-25.

The Landlord's application was resolved by order LTB-L-024654-26, issued on March 23, 2026. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-024654-26.

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

The Landlord, Landlord's representative Mahdi Alshami, Tenants' representative Gerry Smits and the Tenants attended the hearing.

Determinations:

The Breach

1. It is not disputed that the Tenants failed to meet a condition specified in the order issued by the LTB on February 17, 2026 with respect to application LTB-L-100474-25. The Tenants failed to pay the arrears about of \$1,066.95 owing on March 10, 2026.

The surrounding circumstances

2. As I am satisfied that the Tenant breach the order, the next issue before me is whether it would be unfair in all the circumstances to grant the Tenant's motion and set aside the eviction order. For the following reasons, and after considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-024654-26.

3. The Tenant John Arsenov ('JA') did not pay the arrears due to lack of income. JA operates two businesses, which have variable income. According to JA he has had no income for several months. He is currently in the middle of a construction job and is waiting on other trades before he can finish and be paid. He had no timeline for that payment. The Tenant Jan Hughes ('JH') is unemployed and has no income, although it is unclear if she receives any government assistance.
4. The Tenants testified that Jan Hughes has been waiting for 6 years for a WSIB claim to be resolved. The final hearing was March 25, 2026. She testified she won the case and was told the order will come in 3-4 months. She believes the payout will be hundreds of thousands but does not know the amount. The Tenant provided no documentary evidence as to the amount of award or when that award will be ordered to be paid. It was clear the decision had yet to be made as the order had not yet been issued by the WSIB adjudicator. The problem with this payout is the lack of specifics and the promise. There is no guarantee as to if, or when, rent and arrears will start to be paid. It appears the Tenants are unwilling or unable to budget finances, nor does he have sufficient steady income to meet their monthly financial obligations with regularity.
5. The Tenants believe that the Landlord was 'working with them' and willing to wait for their payout. The Landlord's position does not support this view. I find that the non-payment of rent application, L4 application and opposition to this L4 motion sufficient to persuade me the Landlord is not willing fund the Tenant's housing any further on unsubstantiated promises.
6. The Tenant JA was not forthcoming when asked in direct examination if he had been late previously. He stated he was late "several times". However, the Landlord provided evidence that the Tenants in fact never paid any rent after they moved in December 1, 2024. Rent and arrears were only paid in February and March of 2026, after the board's payment order. Although the Tenant has reasons for the non-payment, I find this confirms the Tenants are unable or unwilling, perhaps because they demand the Landlord wait for the WSIB payout, to meet their monthly obligations.
7. JA testified he wanted a payment plan of \$500.00 before the previous hearing, not \$1066.00. JA stated he had no choice but to enter the higher payment agreement; however, the consent was entered into voluntarily, and the Tenants were represented at that hearing. They were entitled to not enter into the consent and terminate the tenancy. They were also entitled to engage in a full contested hearing and plead their circumstances. Instead they committed to a payment plan they knew they could not follow through with. This was responsibly foreseeable. The Tenant is fully aware of his fluctuating income and the unknown timeframes of construction work.
8. In the interim, the Tenant is neither paying the rent nor arrears. I have considered that in addition to the March 20, 2026 breach the Tenant's failed to pay April and May rent and arrears. No good faith payments were made to the Landlord, even the smaller amount the Tenant says he wanted to pay. The total arrears now owing are \$39,854.10.
9. Based on the evidence before me the Tenancy does not appear to be financially viable. The Tenant's income is far below their expenses. Arrears are significant and further delay will only increase the Board's statutory maximum if further arrears are generated. Insufficient information was provided to suggest that the JA's business and income will

improve, and no information was given about JH's income, either through social assistance or otherwise. The Tenant's failed to demonstrate that any award from WSIB will be given in a reasonable period of time. The Landlord has no obligation to allow the Tenant to live rent-free and it would be unfair in the circumstances given the time the Landlord has delayed thus far, to delay further.

Lifting the Stay

10. As I am denying the Tenants' motion, the next issue before me is when to lift the stay of the eviction order.
11. I have considered the tenancy is relatively short, and during that time, almost no rent has been paid. Most recently rent has not been paid in April and May. I have considered JA's physical disabilities which limit her ability to move and pack. They live alone in the 3 bedroom townhouse and have numerous options for two people to rent at market rate that may be less expensive than this unit.
12. However, I have also considered because arrears are very high, prejudice as a result of any further delay is extreme.
13. The Landlord did not give a timeline when the stay should be lifted. The Tenants requested June 30, 2026. The eviction order was issued on March 23, 2026 which means the Tenants have had nearly 7 weeks to begin seeking alternate accommodations. Despite that the Tenant's have not looked. It would be unfair to the Landlord to grant further time, when no effort thus far has been made.
14. I find that it is unreasonable to delay for yet another month of rent to be unpaid. The stay will be lifted on May 31, 2026 which will give a further two and half weeks.

It is ordered that:

1. The motion to set aside Order LTB-L-024654-26, issued on March 23, 2026, is denied.
2. The stay of order LTB-L-024654-26 is lifted May 31, 2026.
3. Order LTB-L-024654-26 is unchanged.

May 13, 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.