



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

File Number: LTB-L-020344-26-SA

In the matter of: 21, 700 CORONATION AVE
OTTAWA ON K1G0M6

Between: MJ ASSET MANAGEMENT McDonald Ryan Landlord

And

Christian Kasenga Tenant

MJ ASSET MANAGEMENT McDonald Ryan (the 'Landlord') applied for an order to terminate the tenancy and evict Christian Kasenga (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 March 4, 2026 with respect to application LTB-L-104303-25.

The Landlord's application was resolved by order LTB-L-020344-26 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-020344-26 issued on March 10, 2026.

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

The Landlord's Legal Representative, Marie Connolly and the Tenant, Christian Kasenga attended the hearing.

Determinations:

1. The Tenant agrees that they failed to meet a condition specified in the order LTB-L-020344-26. Specifically, the Tenant failed to pay their rent in full and on time on March 1, 2026.
2. The Tenant stated that the reason he was not able to pay was due to him being sick and working less hours in the beginning of March 2026. However, the Tenant submits that he made a payment on March 8, 2026 and can continue to make payments in accordance with the repayment plan as he is back to working full time hours. The Tenant does agree that he still did not pay all of the arrears to the Landlord, however he will be able to make a payment today. The Tenant testified that he going to ask his manager for more hours at work.
3. The Tenant testified that his current monthly income is \$2,000.00 and he does not spend money on groceries, a vehicle or insurance as that is paid by his work.

4. The Tenant indicated that he does not want the tenancy to be terminated, as they would have no where to go. He does not have family in the area, and he will be at risk of being homeless. He understands that the order was breached however it will not happen again.
5. Upon cross examination, the Tenant agrees that he paid the rent for March 2026 in four installments, however, still has a balance that is outstanding. The Tenant stated that he is going to ask his boss to lend him some money to repay the amount that he owes. The Tenant agreed that the rent for April 2026 was paid late in two installments, one in the amount of \$700.00 around April 1, and the other of \$1,000.00 around April 12. The Tenant testified that does deliveries for work, and he will ask his boss to give him more deliveries so he can make more money.
6. The Landlord sought the Board to deny the Tenant's motion to set aside order LTB-L-020344-26 issued on March 10, 2026, as the Tenant does not dispute breaching a condition set out in the order. They submit that the Tenant does not have the financial means to continue the tenancy. The Tenant breached the first term of the agreement and did not demonstrate that there is a change in their employment, such as a guarantee of having more hours, and did not demonstrate that there would be significant change to their employment to be able to adhere to the payment plan. The Landlord's Legal Representative further stated that it is clear that the Tenant is struggling to pay the rent and did not make an effort to communicate his struggles with the Landlord. The Tenant did not demonstrate at change of circumstances, and therefore the Landlord is requesting that the stay of the order be lifted immediately.
7. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-020344-26 issued on March 10, 2026. Indeed, despite agreeing to the repayment plan, the Tenant failed to abide by the aforementioned repayment plan and breached the first term of the agreement. Although the Tenant stated that the reason for breaching the repayment plan was due to their inability to consistently work due to various medical conditions, the Tenant did not submit medical notes for the Board to consider, nor did they provide an adequate descriptions of their diagnosis, or clarify the effect of any such diagnosis on their ability to work. Although I considered the Tenant's submissions that they will be asking their boss for more hours at work, the Tenant did not provide an adequate explanation as to why they have not had that conversation earlier, and therefore I am not satirised that they will be guaranteed an increase of hours at work, and/or an increase in pay.
8. Furthermore, while the Tenant expressed a desire to continue their tenancy, they were unable to submit a repayment proposal for the arrears of rent for the Board to consider. The Tenant stated that their monthly income is \$2,000.00, however the arrears plus the repayment plan total to \$2,242.50 (monthly rent of \$1,742.50+ monthly repayment amount \$500.00). A review of the Tenant's current income and expenses demonstrates that the Tenant does not have the financial means to pay the ongoing monthly rent and submit payments towards the arrears of rent, as their expenses already outweigh their income.
9. As such, I am not satisfied that the Tenant has the financial means to enter into a new repayment plan for their arrears of rent and pay their ongoing rent in full and on time.
10. Since the Tenant did not demonstrate a clear change in their financial situation between the haring and the moment they entered into the repayment plan and as it appears that the Tenant does

not have the financial capability to continue the tenancy of their own accord, under their current circumstances, I find the Tenant's inability to pay the arrears of rent, and the ongoing rent would result in additional prejudice to the Landlord. Accordingly, the Tenant's motion to set aside the order LTB-L-020344-26, issued on March 10, 2026, is denied.

The Lifting of the Stay

11. The Tenant stated that if the tenancy is terminated, they will be homeless as they have no family around for support. They sought for the lifting of the stay to be delayed, if their motion is denied.
12. The Landlord requested that the motion be denied and no delay be granted to the Tenant, as the arrears are continuing to accrue.
13. I am cognizant that that Tenant will need some time to find alternate housing accommodations, and therefore I find that it would be not unfair to delay the lifting of the stay to June 15, 2026. I find a delay beyond 30 days from the date of this order being issued would be prejudicial to the Landlord, as the arrears are continuing to accrue.

It is ordered that:

1. The motion to set aside Order LTB-L-020344-26, issued on March 10, 2026, is denied.
2. The stay of order LTB-L-020344-26 is lifted on June 15, 2026.

May 15, 2026
Date Issued

Nathalia Debski
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

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