



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

Citation: 2408478 Ontario Limited v Breham, 2026 ONLTB 39901

Date: 2026-05-21

File Number: LTB-L-105388-25-SA

In the matter of: 3, 3759 LAKE SHORE BLVD W
ETOBICOKE ON M8W1R1

Between: 2408478 Ontario Limited Landlord

And

Roger Lee Breham Tenant

2408478 Ontario Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Roger Lee Breham (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 August 20, 2024 with respect to application LTB-L-031793-24.

The Landlord's application was resolved by order LTB-L-105388-25, issued on August 20, 2024. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-105388-25.

This motion was heard by videoconference on April 20, 2026.

The Landlord's legal representative Kurt Shmuir and the Tenant 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 August 20, 2024, with respect to application LTB-L-031793-24 specifically, the Tenant failed to pay the lawful monthly rent due on December 1, 2025.
2. The Tenant did not dispute the breach of the previous order.

The surrounding circumstances

3. The Tenant testified that as of the date of the hearing the rent for December 2025 had been paid but rent for January 2026 to April 2026 was still outstanding. The Tenant did not submit proof that rent for December 2025 rent was paid.

4. The Tenant's testimony initially suggested that he was not paying rent because of maintenance issues but then changed his testimony to clarify that he was not withholding rent.
5. The Tenant gave evidence that they have not paid their rent because their income has been poor due to seasonal work as a contractor. The Tenant testified that his income has been almost zero in recently months but will have all of the arrears paid by July 2026.
6. The Tenant's evidence is that he could pay rent for the following month, plus \$1,000.00 towards the arrears if the motion were granted to re-establish a payment plan.
7. The Landlord's representative made submissions that the Tenant has not paid rent for November or December 2025, and the Tenant's rent for January 2026 to April 2026 has also not been paid.
8. Even if the Tenant submitted proof that rent for December had been paid, the Tenant acknowledged not paying rent between January 2026 and April 2026. The submissions of the Landlord's representative is that rent has not been paid since November 2025.
9. The Tenant has been unable to pay their ongoing rent on the date it is due and additional rent arrears have accrued. The Tenant is not able to make up the missed arrears payments and wants to pay the arrears in July 2026.
10. The Tenant is unable to pay the ongoing rent and does not have a reliable plan to repay the arrears. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-105388-25.

The stay is lifted on June 15, 2026

11. The Landlord's representative requested the stay of the order be lifted immediately. The Tenant requested a delay of "a few months" if the motion is denied.
12. The Tenant has not paid ongoing rent and it is likely that if the lifting of the stay were delayed, additional arrears would accrue. Accordingly, only a brief delay is appropriate in the circumstances. The stay of order LTB-L-105388-25 is lifted on June 15, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-105388-25, issued on August 20, 2024, is denied.
2. The stay of order LTB-L-105388-25 is lifted on June 15, 2026.
3. Order LTB-L-105388-25 is unchanged.

May 21, 2026
Date Issued

Kyle McGraw
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.