



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

File Number: LTB-L-031290-26-SA

In the matter of: 618-B, 200 OLD CARRIAGE DR
KITCHENER ON N2P0C7

Between: CLC 200 OLD CARRIAGE Landlord

And

Prestige Nobi Tenant

CLC 200 OLD CARRIAGE (the 'Landlord') applied for an order to terminate the tenancy and evict Prestige Nobi (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 20, 2026 with respect to application LTB-L-001180-26.

The Landlord's application was resolved by order LTB-L-031290-26, issued on April 14, 2026. This order was issued without a hearing being held. The Tenant filed a motion to set aside order LTB-L-031290-26. This motion was heard by videoconference on May 25, 2026. The Landlord's Legal Representative, Sara Murtada, and the Tenant attended the hearing.

Determinations:

1. There is no dispute that the Tenant breached the order issued on March 20, 2026 with respect to application LTB-L-001180-26 because she failed to pay the Landlord \$1,215.25 by April 1, 2026, consisting of \$344.00 in arrears and \$871.25 in lawful monthly rent.
2. As I am satisfied the Tenant breached the previous order, the next issue before me is whether it would be unfair in all circumstances to grant the Tenant's motion to set aside the eviction order. For the following reasons, I find that it would be unfair to grant the Tenant's motion.
3. The Tenant partially paid the \$1,215.25 amount due April 1, 2026 through a \$340.00 payment on March 30, 2026, a \$300.00 payment on April 2, 2026 and a \$500.00 payment on April 10, 2026. In total, the Tenant paid \$1,140.00 of the \$1,215.25 she owed.
4. Similarly, the Tenant paid \$1,120.00 out of the \$1,171.25 due on May 1, 2026. When asked why she failed to pay the full amounts owing for April and May 2026, the Tenant submitted that:
 - a) She thought her monthly rent was \$850.00;

- b) She was expecting the receive funds from her father, but did not receive them; and
 - c) She borrowed what funds she could from friends.
5. The Tenant testified that she is a student and that she earns \$800.00 every two weeks. She submitted that her monthly expenses total \$867.00, consisting of:
- a) Groceries - \$400.00;
 - b) Utilities - \$67.00;
 - c) Cell phone - \$100.00; and
 - d) Health expenses - \$300.00.
6. The Landlord opposed the motion and expressed incredulity that the Tenant was not aware of the amount of her monthly rent after going through an L1 proceeding. The Landlord identified that, given the Tenant's testified-to income and expenses, there is no reasonable expectation that she will be able to continue to make the payments required for both her monthly rent and the arrears owing.
7. Based on the Tenant's current financial circumstances, I am of the view that the tenancy is not viable and that it would be unfair to set aside the eviction order.
8. In the event the motion is denied, the Tenant had no plan for alternate accommodations. The Landlord requested an immediate lifting of the stay.
9. The Landlord did not provide the Board with any evidence to suggest that a short delay in lifting the stay will unduly prejudice them and I note that the Landlord is holding a rent deposit of \$850.00. As such, the stay will be lifted to June 12, 2026, giving the Tenant a short extension to secure alternate housing.

It is ordered that:

- 1. The motion to set aside Order LTB-L-031290-26, issued on April 14, 2026, is denied.
- 2. The stay of order LTB-L-031290-26 is lifted on June 12, 2026.
- 3. Order LTB-L-031290-26 is unchanged.

May 29, 2026
Date Issued

Curtis Smith
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.