



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Sahota v Stewart, 2026 ONLTB 42594

Date: 2026-06-03

File Number: LTB-L-008216-26-RV

In the matter of: 469 KING WILLIAM ST
HAMILTON ON L8L1R2

Between: Jaskarn Sahota Landlord

And

Kenneth Stewart Tenants
Melanie Armstrong

Review Order

Jaskarn Sahota (the 'Landlord') applied for an order to terminate the tenancy and evict Kenneth Stewart and Melanie Armstrong (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Tenants failed to meet a condition specified in the order issued by the Board on December 22, 2025 with respect to application LTB-L-088281-25 ('the payment plan order').

The application was resolved by order LTB-L-008216-26, issued on February 6, 2026 ('the eviction order'). This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-008216-26. The Tenants' motion was resolved by order LTB-L-008216-26-SA issued on March 25, 2026 ('the motion order').

On March 30, 2026, the Landlord requested a review of the order.

The review request was heard by videoconference on May 26, 2026.

The Landlord and the Tenants attended the review hearing.

Determinations:

Review Request

1. The Landlord did not attend the hearing for the Tenants set aside motion. The Tenants' consent to the Landlord's review request and do not challenge that the Landlord was not reasonably able to participate in the proceeding. As such the set aside motion was reheard.

The Set Aside Motion

The Breach

2. The Tenants do not dispute that they breached the payment plan order. Specifically, the Tenants failed to pay the full lawful monthly rent on or before January 1, 2026, and the Tenants failed to pay \$600.00 towards the arrears on or before January 15, 2026.

The Surrounding Circumstances

3. After considering all of the circumstances, I find that it would be unfair to set aside the eviction order.
4. The Tenant Kenneth Stewart testified that he was unable to make the payments because some jobs were taking 30-60 days to pay him, that the Landlord calls him a lot to inquire when payments will be made, that he would sometimes lie to the Landlord to get him off his back, that as of two weeks before the hearing he is being paid hourly, he is making 50 dollars an hour, and working at least 40 hours a week.
5. The Tenant Kenneth Stewart testified that the other Tenant Melanie Armstrong has heart and kidney problems, does side work where she makes approximately \$200.00 - \$400.00 weekly, and is going back to work soon.
6. The Tenants also have three children, two of which are minors, and one of which is 18. The children go to school in the area of the rental unit. The Tenant Melanie Armstrong testified that their daughter has severe anxiety, that uprooting her will present challenges, and that it may result in their daughter being hospitalized.
7. The Tenants do not dispute that they owe \$14,061.00. The Landlord provided evidence that the Tenants made some payments throughout January to March 2026 but have paid nothing since March 25, 2026.
8. The Landlord testified that he has been chasing the Tenants since October 2025 for unpaid rent. The Landlord testified that the arrears are having a negative impact on him, he can't sleep, is irritable, and that the Landlord has still been responsible for mortgage payments. The Landlord testified that the Tenants have continuously lied to him. The Landlord testified that he has three young children and that his ability to earn an income is diminished because of childcare responsibilities.
9. I find that it would be unfair in the circumstances to impose another payment plan because I'm not satisfied the Tenants will abide by it. The Tenants owe \$14,061.00, their payment history does not support that they will abide by another payment plan, they have paid nothing since the end of March 2026, the Tenants admitted to lying to the Landlord about payments they will make, the Tenants breached the last payment plan, the breach was early in the payment schedule, while the Tenants indicate that their employment payments have changed or will change that only just occurred and they have not made recent good faith payments to demonstrate that they will actually abide by a payment plan.

The Stay

10. The stay is lifted on June 30, 2026. The Tenants' daughter has severe anxiety and will be impacted by the eviction and the Tenants children go to school in the area. Delaying lifting the stay will provide the Tenants with time to make arrangements for their children. Additionally, one of the Tenants just started a job with more stable income, and the other Tenant has health concerns, and is only working some of the time. The Tenants will need time to find new living arrangements. However, I have declined to delay lifting the stay any further because of the significant arrears, the length of time the Landlord has been waiting for repayment, and because of the impact the arrears are having on the Landlord.

It is ordered that:

1. The request to review order LTB-L-008216-26 issued on March 25, 2026 is granted.
2. Order LTB-L-008216-26 issued on March 25, 2026 is canceled and replaced with the following:
3. The motion to set aside order LTB-L-008216-26, issued on February 6, 2026, is denied.
4. The stay of order LTB-L-008216-26 is lifted on June 30, 2026.

June 3, 2026
Date Issued

Amanda Kovats
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.