



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

File Number: LTB-L-025347-26-SA

In the matter of: 1505, 11 KNIGHTSBRIDGE RD
BRAMPTON ON L6T3X4

Between: CAPREIT LIMITED PARTNERSHIP Landlord

And

SEAN ALEXANDER Tenants
RANJIT ATWAL

CAPREIT LIMITED PARTNERSHIP (the 'Landlord') applied for an order to terminate the tenancy and evict SEAN ALEXANDER and RANJIT ATWAL (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Tenants did not meet a condition specified in the order issued by the LTB on March 18, 2026 with respect to application LTB-L-100374-25.

The Landlord's application was resolved by order LTB-L-025347-26, issued on March 30, 2026 and amended on May 1, 2026. This order was issued without a hearing being held.

On April 15, 2026, the Tenant filed a motion to set aside order LTB-L-025347-26.

This motion was heard by videoconference on May 26, 2026.

The Landlord's legal representative, Jason Paine, and the Tenant, Sean Alexander, attended the hearing. The Tenant confirmed that they had the authority to represent both named Tenants.

Determinations:

There was a breach of the previous order

1. The Tenants failed to meet a condition specified in the order issued by the LTB on March 18, 2026 with respect to application LTB-L-100374-25. The Tenants failed to pay the arrears payment of \$1,735.00 (the first payment) on or by March 1, 2026.
2. Additionally, the Tenants failed to pay the March rent in full and on time on March 1, 2026. The Tenants only paid the monthly rent by March 6, 2026 and only paid \$535.00 towards the rent arrears on this date.

The surrounding circumstances

3. After the Tenants breach the first two payment requirements under the order, they further failed to pay the April rent on time and were short by \$5.00 when they paid \$2,260.00 on April 16th. Further, the Tenants did not make the arrears payment of \$1,200.00 that was due on April 27, 2026. They only paid \$995.00 towards the arrears on April 30, 2026. April rent was also fully paid by this date. The Tenants have not made any payments towards the rent for May, have not made up for their short payments towards the arrears for previous months and submit that they will not have the arrears payment available for May 28, 2026.
4. The Tenant explained that they had an accident and suffered an injury on or about early November of 2025. Three weeks later, they lost their job. They have since regained full-time employment in approximately March of 2026, but they had other debts to pay such as an outstanding phone bill, vehicle maintenance, and credit card debt. When they entered into the consent terms with the Landlord at the hearing on February 23, 2026, they had anticipated a higher income tax return than what they had received. In this regard, they overpromised their available payments to the Landlord. The Tenant stated that they had not filed their taxes in four years and on this basis the CRA took back outstanding money that was owing and they were left with a minimal return.
5. The Tenant further submits that they have recently taken on an afternoon job and that this will provide them with additional pay working from 6-11pm. They submit that this extra job will make them enough money to be able to pay their regular bills and their current day job is enough to pay the ongoing rent. That cumulatively, they can comfortably contribute up to \$800.00 towards the rent arrears each month on top of the rent and would somehow find a way to make higher payments should the LTB find it appropriate in order to grant further conditional relief.
6. The Tenant also stated that if they are not given this additional opportunity, then they will be forced to sleep in their car and become homeless and they will not be able to provide their grandmother the same support with grocery shopping and errands if they become homeless. They submit that they have experienced homelessness and have no desire to return to that lifestyle.
7. The Landlord is opposed to any sort of additional conditional relief on the basis that this is a new tenancy since June of 2025 and the Tenant's arrears are now accumulated at \$12,246.00 inclusive of Mays rent which has not been paid. Additionally, as part of the Tenant's motion document they stated that they would promise to pay the Landlord \$1,500 by April 30th and only \$1,000 was paid. They submit it is prejudicial to the Landlord to permit consideration of another payment plan when the Tenant has not followed through on their promises. Additionally, the Tenant paid nothing from November of 2025 to February of 2026 and elected to prioritize other expenses before showing any good faith payments to the Landlord.
8. The issue with the Tenant's submissions is that they have not yet asked their aunt if they will in fact help support them in making their payments in June. Their aunt did not attend the hearing to confirm whether they would make this payment and no documentary evidence was submitted supporting the Tenant's assertion. Additionally, the Tenant

submitted that they would pay their aunt back at the end of June and still pay the July rent in full and on time, but the Tenant provided no documentary evidence supporting their income or that they would be able to somehow come up with \$4,530.00 by June 30th and July 1st, let alone also making an arrears payment of \$800.00 by June 30th.

9. Additionally, the Tenant has only just acquired a secondary afternoon job and their full-time employment since March has not supported that the rent will be paid in full and on time based on the Tenant's payment history. They have established in actual fact that they make overpromises regarding their payment terms and then have not historically followed through on their promises. In my view, this overpromising and not following through leads me to believe that they will not adhere to another payment plan. On this basis I find it would be prejudicial to the Landlord to order a new payment plan. I do not believe the tenancy is viable on this basis.
10. Given that the Tenant has recently obtained additional employment and they need time to find alternative housing, I find that giving the Tenant additional time before lifting the stay is appropriate.
11. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-025347-26.
12. The stay of order LTB-L-025347-26 is lifted on July 15, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-025347-26, issued on March 30, 2026, is denied.
2. The stay of order LTB-L-025347-26 is lifted July 15, 2026.
3. Order LTB-L-025347-26 is unchanged.

June 4, 2026
Date Issued

Terri van Huisstede
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.