



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

File Number: LTB-L-027725-26-SA

In the matter of: 10, 80 MCCALLUM DR
RICHMOND HILL ON L4C9X5

Between: Hong Wang Landlord

And

Yuliiia Murziak Tenant
Milad Dzhushesh

Hong Wang (the 'Landlord') applied for an order to terminate the tenancy and evict Yuliiia Murziak and Milad Dzhushesh (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 October 1, 2025 with respect to application LTB-L-056923-35.

The Landlord's application was resolved by order LTB-L-027725-26, issued on April 7, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-027725-26.

This motion was heard by videoconference on May 12, 2026.

The Landlord's Legal Representative Hoi Fai Alvin Chan, the Tenant Yuliiia Murziak, and the Tenant Milad Dzhushesh attended the hearing.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

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 October 1, 2025, with respect to application LTB-L-056923-35. The Tenant did not dispute the breach alleged in the Landlord's L4 application. The Tenant acknowledged that the required payments were not made and further confirmed that, as of the date of the hearing, those payments still had not been made. I therefore find, on the Tenant's own evidence, that the Tenant breached the previous order.

The surrounding circumstances

2. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-027725-26.
3. The Tenant requested relief from eviction and submitted that their arrears arose after Tenant Milad Dzhushesh lost work contracts and Tenant Yuliiia Murziak's employment insurance benefits expired. The Tenant Yuliiia Murziak (YM) also testified that she has epilepsy and is seeking remote work. The Tenant has two children, ages 4 and 6, living in the rental unit.
4. I accept that eviction may cause hardship for the Tenant and their family. However, the arrears are substantial, and the Tenant did not dispute that they breached the previous order and that the required payments remain unpaid. The Tenant's proposed repayment plan depends on uncertain future income and possible housing support funding that had not yet been approved.
5. I have also considered the Landlord's evidence that the continuing non-payment of rent is causing financial difficulty and affecting the Landlord's ability to meet obligations to the bank. Given the prior breach, the continuing arrears, and the uncertainty of the Tenant's repayment proposal, I am not satisfied that the tenancy can be preserved on terms that are realistic and fair to the Landlord.
6. Balancing the Tenant's hardship against the prejudice to the Landlord, I find that it would not be fair to set aside order LTB-L-027725-26 or impose another repayment plan.

The stay is lifted on June 25, 2026

7. The stay of order LTB-L-027725-26 is lifted on June 25, 2026.
8. I find that a short extension of the stay is appropriate in the circumstances. The Tenant has young children in the rental unit, has described employment instability and health-related barriers to work, and has requested relief from eviction. A brief extension will give the Tenant some additional time to seek housing assistance, make alternate housing arrangements, and prepare for the enforcement of the eviction order.
9. However, I am not prepared to grant a longer stay. The arrears are substantial, the Tenant has already breached the previous order, the required payments remained unpaid as of the hearing date, and the Tenant's proposal depends on funding and employment that are not yet confirmed. A longer stay would unfairly extend the period during which the Landlord is exposed to further financial loss without sufficient assurance that the arrears or ongoing rent will be paid. For these reasons, the stay is extended only until June 25, 2026

It is ordered that:

1. The motion to set aside Order LTB-L-027725-26, issued on April 7, 2026, is denied.
2. The stay of order LTB-L-027725-26 is lifted on June 25, 2026.

3. Order LTB-L-027725-26 is unchanged.

June 17, 2026
Date Issued

Kyle Anderson
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.