



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

Citation: QAWASMI v SCHOFIELD, 2026 ONLTB 47929

Date: 2026-06-22

File Number: LTB-L-031811-26-SA

In the matter of: 541 SMOKES POINT ROAD
CARRYING PLACE ON K0K1L0

Between: NADER QAWASMI Landlord

And

PAUL SCHOFIELD Tenant
LISA SCHOFIELD

The capitalized word "Landlord" and/or "Tenant" refer to all parties identified as each at the top of the order.

NADER QAWASMI (the 'Landlord') applied for an order to terminate the tenancy and evict PAUL SCHOFIELD and LISA SCHOFIELD (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 February 17, 2026 with respect to application LTB-L-100971-25.

The Landlord's application was resolved by order LTB-L-031811-26, 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-031811-26.

This motion was heard by videoconference on June 1, 2026.

The Landlord, the Landlord's Legal Representative Merve Ozdemir, 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 February 17, 2026 with respect to application LTB-L-100971-25. There is no dispute that the arrears

payment due March 19, 2026, was late; \$3,000.00 was paid on March 19th and \$500.00 on March 20th.

The surrounding circumstances

2. After considering all the circumstances, I find that it would not be unfair to set aside order LTB-L-031811-26.
3. The Tenant testified that payment due March 19, 2026, was off by a bit due to an inadvertent miscalculation because of brain fog related to a new medication; it was a genuine life-threatening medical emergency. When they realized the error, the difference was paid immediately but it was a day late. The rent due April 1, 2026, was paid on time as seen by the bank statement, therefore the order is not accurate in this respect. They have paid a substantial portion of the arrears that were owing and are requesting that the set aside be granted, and the original order/payment plan be put back in place. The arrears to February 28, 2026 were \$16,061.00, now all they owe is \$3,761.00 which will be paid by two instalments on June 15, 2026 and July 15, 2026. The rent due June 1, 2026, will be paid today.
4. The Landlord's Legal Representative submitted that the set aside should not be granted; the Tenant admitted to the breach, therefore the Landlord is entitled to termination. The consequences are clearly set out in the order; brain fog is not a reason to breach. The Tenant's alleged medical crisis was shortly before the last hearing and the breach occurred much later. If the set aside motion is not dismissed now then the Landlord would have to re-file a L4 application.
5. The Landlord testified that the Tenant has paid late 97% of the tenancy which has caused severe prejudice financially and health-wise because of the related stress and his own health issues. The adjudicator at the original hearing was very clear about the Tenant not allowed to be a day late or a dollar short. Plus, there is no proof of the Tenant's medical crisis.
6. The Tenant replied that they had requested to adjourn the hearing on February 9, 2026, based on a medical issue/condition; the proof is attached to that form.
7. I accept that the payment due March 19, 2026, was an inadvertent miscalculation due to the side effects of a new medication. Although this error constitutes a breach of repayment terms, I find it fair under the circumstances to grant the set aside and put the repayment plan back in place. The Tenant has demonstrated an honest good-faith effort to repay the arrears; it is nonsensical that they would knowingly breach the order and put the tenancy at risk after paying three-quarters of what was owed. Further, as of the hearing date there were only two arrears' payments left to pay, therefore, I find allowing the Tenant to complete the required terms is fair and has little to no financial prejudice for the Landlord.

It is ordered that:

1. The motion to set aside Order LTB-L-031811-26, issued on April 14, 2026, is granted.
2. Order LTB-L-031811-26, issued on April 14, 2026, is set aside and cannot be enforced.

3. Order LTB-L-100971-25 issued on February 17, 2026 is put back in place.

June 22, 2026

Date Issued

Diane Wade

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.