



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

Citation: RYDEL MANAGEMENT INC v KING, 2026 ONLTB 50636

Date: 2026-06-29

File Number: LTB-L-036081-26-SA

In the matter of: 206, 821 BIRCHMOUNT RD
SCARBOROUGH ON M1K1R8

Between: RYDEL MANAGEMENT INC Landlord

And

DARRELL KING Tenant

RYDEL MANAGEMENT INC (the 'Landlord') applied for an order to terminate the tenancy and evict DARRELL KING (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 mediated settlement signed by the parties on December 5, 2025 with respect to application LTB-L-072299-25.

The Landlord's application was resolved by order LTB-L-036081-26, issued on April 28, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-036081-26.

This motion was heard by videoconference on June 22, 2026.

The Landlord's Legal Representative, Sabrina Marchionne, and the Tenant attended the hearing.

Determinations:

The Breach

1. There is no dispute that the Tenant breached the order issued on December 5, 2025 because he failed to pay the rent for April 2026 by April 1, 2026 and \$1,000.00 towards arrears by April 20, 2026.

Set Aside

2. As I am satisfied that the Tenant breached the previous order, the next issue before the Board is whether it would be unfair in all the 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 amount owing set out in order LTB-L-072299-25 is \$8,287.41. This amount includes the arrears up to November 30, 2025 and the application filing fee of \$186.00. At the hearing, it was uncontested that the Tenant currently owes the Landlord approximately \$8,600.00. Not only has the Tenant failed to make efforts to decrease the arrears, the arrears have in reality increased since the parties appeared before the Board on November 19, 2025 and agreed to the repayment plan set out in LTB-L-072299-25.
4. The Tenant testified that he sent money to the wrong company in the United States in March 2026 and has been experiencing mental health issues after witnessing an accident at work, being made aware of a plane crash, and being diagnosed with diabetes.
5. The Tenant testified that he was fired from his work in April 2026 and turned his part-time second job into a full-time job that that he will soon receive CPP payments and OAS benefits as he will turn sixty-five in less than a week.
6. The Tenant testified that he has resided in the rental unit for 14 years and sought another opportunity to preserve the tenancy with a new payment plan requiring him to pay the ongoing rent on time and \$1,000.00 a month towards the arrears.
7. The Landlord's Legal Representative opposed the motion submitting that there is no evidence to support the Tenant's testimony and that the arrears have increased.
8. The Board's expectation is that orders issued on consent will be complied with by the parties. However, the purpose of subsection 78(11)(b) of the Act is provide for the possibility of relief from eviction where there has been a breach of a mediated agreement or order but there are extenuating circumstances to consider. The Board is usually interested in knowing whether or not the breach was unavoidable, or a result of events beyond the tenant's control. It is also interested in whether or not the tenancy is viable as there is no point in continuing a tenancy where future breaches are inevitable.
9. The Tenant provided no documentary evidence to support his assertions that he paid someone in error or that his income was decreased due to extenuating circumstances after the previous order was issued. The Tenant provided no documentary evidence of the events that affected his mental health or how those events affected his ability to pay the Landlord.
10. With regards to whether the tenancy is viable, the Tenant provided no documentary evidence to demonstrate how much he currently earns and there was no evidence before the Board that the Tenant will receive any CPP payments and OAS benefits or assistance from the Rent Bank.
11. Without any supporting documentation, I am not satisfied that the breach which the L4 application is filed on and the Tenant's subsequent breaches were unavoidable or beyond the Tenant's control. Given that the Tenant has continued to breach the payment plan, I

am not convinced that the Tenant has the means to comply if the Board grants another payment plan.

12. Considering this is the Tenant's motion, I find it unreasonable the Tenant did not provide more meaningful evidence to support his motion. I note that the Tenant's motion mentions none of the circumstances that the Tenant testified to at the hearing. The motion was filed on May 6, 2026. There is no reason why the Tenant was not able to explain his circumstances in the motion or provide documentary evidence to support his verbal testimony at the hearing. As such, I find it unfair to grant the motion to set aside.
13. With respect to the lifting of the stay, I find it appropriate to lift the stay on July 31, 2026. The relatively long tenancy and the Tenant's age do warrant some delay in my view. While the Tenant submits that he has a 5-year-old daughter, his child does not live in the rental unit. The Tenant is employed and if his evidence is true and he will receive funds from the Rent Bank or CPP/OAS, the Tenant should have funds to secure alternative housing or temporary housing.

It is ordered that:

1. The motion to set aside Order LTB-L-036081-26, issued on April 28, 2026, is denied.
2. The stay of order LTB-L-036081-26 is lifted on July 31, 2026.
3. Order LTB-L-036081-26 is unchanged.

June 29, 2026
Date Issued

Vicky Liu
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.