



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

Citation: United Achievers Nonprofit Housing Corp. c/o DMS Property Management Ltd. v
Joseph, 2026 ONLTB 616

Date: 2026-01-08

File Number: LTB-L-060688-25-SA

In the matter of: 707, 7820 MCLAUGHLIN RD
BRAMPTON ON L6Y4W3

Between: United Achievers Nonprofit Housing Corp. c/o Landlord
DMS Property Management Ltd.

And

Shermona Joseph Tenant

United Achievers Nonprofit Housing Corp. c/o DMS Property Management Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Shermona Joseph (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 28, 2025 with respect to application LTB-L-094100-24.

The Landlord's application was resolved by order LTB-L-060688-25, issued on July 30, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-060688-25.

This motion was heard by videoconference on December 16, 2025.

The Landlord's legal representative Emily McGivern 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 28, 2025 with respect to application LTB-L-094100-24.
2. Specifically, the parties agree that the Tenant failed to pay \$188.00 toward the arrears on or before July 19, 2025, as she agreed to do in the previous order of the Board. The

parties also agree that the Tenant did not pay the lawful rent on or before July 1, 2025, as she agreed to do in the previous order of the Board.

3. The Landlord filed this application to the Board within 30 days of these breaches.

The surrounding circumstances

4. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-060688-25.
5. The evidence presented at the hearing suggests that the breaches to the conditional order by the Tenant were the result of an administrative issue rather than any inability to make the payments or any wilful intention to not pay the Landlord the rent they are owed.
6. The Tenant testified that she was unaware of the unpaid amounts until the Sheriff came to her apartment on November 19, 2025, in advance of the eviction scheduled pursuant to the Board's ex parte order. I found the Tenant's evidence on this point to be highly credible and it is consistent with her documented request on November 20, 2025, to extend the deadline to file this set-aside motion. She also made a payment to the Landlord of \$500.00 on November 20, 2025, which corroborates her testimony that she was unaware she was in arrears until informed by the Sheriff's office.
7. The Tenant receives benefits from the Ontario Works program to pay for her housing costs. Ontario Works directly sends cheques to the Landlord on the Tenants behalf each month and did so up to July 2025, when it appears that an administrative error resulted in an interruption of payments. The Tenant emailed the Landlord on July 21, 2025, to inquire about the standing of her rent account but testified that she did not receive a ledger of her account.
8. The Tenant testified that she believes she can arrange for Ontario Works to provide her housing support to her directly so that she can ensure the rent is paid to the Landlord on time every month without relying on a third party to facilitate the payments. At the hearing, I encouraged her to consider exercising this option in the future.
9. Regardless of the fact that the Tenant receives housing assistance payments, the Tenant – not Ontario Works – bears the responsibility of ensuring rent is paid in full and on time each month. The Tenant failed to exercise proper diligence to ensure payments were being made to the Landlord, but there is no prejudice to the Landlord in providing the Tenant an additional opportunity to bring her rent account back into good standing now that she has become aware of the ongoing issue.
10. The Tenant testified that she would be receiving a cheque in the near future from Ontario Works allocated to the rent from October 2025 to December 2025, which was unpaid as of the date of the hearing. She also testified about her income and expenses (including her Ontario Works benefits, the Child Tax Benefit, and support payments for her two children). I am confident that she can afford the rental unit and there will be little to no prejudice to the Landlord in granting her motion to set aside the ex parte order.

11. As of the date of the hearing, I find that the outstanding balance of the Tenant's arrears and costs is \$2,472.60, calculated based on the following figures provided at the hearing:

- \$752.00, representing four missed payments of \$188.00 pursuant to the payment plan instituted in the Board's order LTB-L-094100-24 for arrears of rent up to February 28, 2025, and costs.
- \$1,384.00, representing the unpaid rent for July 2025 through December 2025, less the \$500.00 payment toward the arrears that the Tenant made on November 20, 2025 (the date she learned of the rent arrears).
- \$336.60, representing the non-refundable fees the Landlord paid to the Sheriff to enforce Order LTB-L-060688-25.

12. The Landlord's legal representative submits that the Tenant should also be required to pay \$186.00, representing the Landlord's cost in filing the initial L1 Application that gave rise to the payment plan at issue in this motion. However, LTB-L-094100-24 states that the payment plan agreed to by the parties already includes the Landlord's costs. Based on the record before me, I am not satisfied that the Tenant should be responsible for an additional \$186.00 payment.

It is ordered that:

1. The motion to set aside Order LTB-L-060688-25, issued on July 30, 2025, is granted.
2. Order LTB-L-060688-25, issued on July 30, 2025, is set aside and cannot be enforced. The Landlord's L4 Application is dismissed.
3. The previous order issued on February 28, 2025 with respect to LTB-L-094100-24 is replaced by the following:
 1. The Tenant shall pay to the Landlord \$2,472.60 for arrears of rent up to December 31, 2025, and costs.

2. The Tenant shall pay the amount set out in paragraph 1 in accordance with the following schedule:

<u>Arrears Payment Due Date</u>	<u>Arrears Payment Amount</u>
January 31, 2026	\$942.00
February 20, 2026	\$250.00
March 20, 2026	\$250.00
April 20, 2026	\$250.00
May 20, 2026	\$250.00
June 20, 2026	\$250.00
July 20, 2026	\$280.60

3. The Tenant shall also pay to the Landlord the new rent that came due on January 1, 2026, on or before January 31, 2026.
4. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period February 1, 2026 to July 31, 2026, or until the arrears are paid in full, whichever date is earliest.
5. If the Tenant fails to make any of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees, and costs that became owing after December 31, 2025.

January 8, 2026
Date Issued

 Jeremy Henderson
 Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.