



Order under Section 78(6) Residential Tenancies Act, 2006

File Number: LTB-L-109459-25

In the matter of: 405, 11917 TECUMSEH RD E
TECUMSEH ON N8N3J3

Between: Skyline Living Real Estate Holdings Inc. c/o Landlord
Skyline Living

And

Nicole Mark Tenant

Skyline Living Real Estate Holdings Inc. c/o Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Nicole Mark (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 November 8, 2025 with respect to application LTB-L-085064-25.

This application was decided without a hearing being held.

Determinations:

1. The order provides that the Landlord can apply to the LTB under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant does not meet certain condition(s) in the order. This application was filed within 30 days of the alleged breach.
2. The Landlord claims in the Declaration in support of the L4 application that the Tenant breached the prior order LTB-L-085064-25 because the Tenant did not pay \$3,142.80 towards the arrears in full by December 1, 2025.
3. In the L4 application, the Landlord claims the Tenant has made payments to the Landlord as follows:
 - \$3,006.00 paid towards arrears on October 29, 2025;
 - \$43.16 paid towards arrears on November 1, 2025;
 - \$2,158.16 paid towards monthly rent on November 1, 2025;
 - \$43.16 paid towards arrears on December 1, 2025;
 - \$2,158.16 paid towards monthly rent on December 1, 2025; and
 - \$1,900.00 paid towards the arrears on December 22, 2025.
4. The prior order LTB-L-085064-25 was based on a payment plan agreement under s. 206 of the Act. In that order, the Tenant was required to pay a total of \$4,100.41, representing

arrears up to October 31, 2025, application filing fee for the L1 application, and an NSF fee.

5. The prior order requires the Tenant to pay \$3,142.80 on or before December 1, 2025. In reviewing the payments which the Landlord claims have been made by the Tenant towards the arrears, the Tenant paid \$3,092.32 towards the arrears by December 1, 2025. The balance owing towards the December 1, 2025 arrears was \$50.48. The Landlord claims the Tenant paid an additional \$1,900.00 towards the arrears on December 22, 2025.
6. The Landlord filed this L4 application because the Tenant did not pay \$3,142.80 on or before December 1, 2025 and that this is a breach of the prior order LTB-L-085064-25.
7. Subsection 78(6) of the Act stipulates the following:
 - (6) If the Board finds that the landlord is entitled to an order under subsection (1), the Board **may [emphasis mine]** make an order terminating the tenancy and evicting the tenant.
8. I am exercising my authority under subsection 78(6) of the Act and I am denying the Landlord's request for termination of the tenancy. According to the L4 application, there are no arrears owing. The Landlord claims in the L4 application that the tenant has paid \$891.91 more than what is required towards the total amount owing for the arrears.
9. The Tenant has paid a majority of the arrears payment of \$3,142.80 by December 1, 2025, except for \$50.48. The further payment of \$1,900.00 made by the Tenant on December 22, 2025 has placed the Landlord in a positive balance situation as the Tenant has paid more than the total amount of \$4,100.41 ordered under LTB-L-085064-25 and therefore there are no arrears owing. The L4 application also notes the Tenant has paid the monthly rent on time and in full as required under the prior order LTB-L-085064-25.

It is ordered that:

1. The Landlord's L4 application is dismissed.

January 6, 2026
Date Issued

Kimberly Parish
Vice Chair, 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.