



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

File Number: LTB-L-102181-25-SA

In the matter of: 316, 191 NONQUON RD
OSHAWA ON L1G3S3

Between: CAPREIT LIMITED PARTNERSHIP Landlord

And

SKYLER OVERY Tenant

CAPREIT LIMITED PARTNERSHIP (the 'Landlord') applied for an order to terminate the tenancy and evict SKYLER OVERY (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 30, 2025 with respect to application LTB-L-065807-25.

The Landlord's application was resolved by order LTB-L-102181-25, issued on December 9, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-102181-25.

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

The Landlord's Legal Representative, Jason Paine, and the Tenant attended the hearing.

Determinations:

1. The previous order, LTB-L-065807-25 issued on October 30, 2025 on consent, confirmed rent arrears and costs of \$6,391.00 owing to October 31, 2025. The Tenant was required to pay this amount to the Landlord as follows: \$500.00 on or before the 20th day of each month for the period of November 20, 2025 to February 20, 2026, and \$4,391.00 on or before March 20, 2026. The Tenant was also required to pay any new rent on time and full as it comes due on the 1st day of each month until the rent arrears are paid in full.
2. In the L4 application, the Landlord alleged that the Tenant failed to make the required payment of \$500.00 on or before November 20, 2025.
3. The Tenant stated that she went to the rental office on November 20, 2025, the payment was due, to make the payment and it was closed. She also stated that she returned the

following day and it was still closed with a note posted that it would remain closed for the next three days. She stated that by the time she went to the rental office the following week, her other expenses had been automatically drawn on her account and she no longer had sufficient funds to make the required payment.

4. Based on the evidence before me, I was satisfied that the Tenant failed to meet a condition specified in the order issued by the LTB on October 30, 2025 with respect to application LTB-L-065807-25 by failing to pay \$500.00 on or before November 20, 2025.

The surrounding circumstances

5. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-102181-25.
6. The Tenant has resided in the rental unit for approximately one year. She lives there with her two children ages 2 and 4 years. She receives \$1,000.00 from O.W. and \$1,600.00 from CCB each month for a total of \$2,600.00. The lawful rent is \$2,120.00 and the Tenant's current other expenses total approximately \$550.00 such as groceries, hydro, mobile phone, internet and credit card debt. She stated that her sister had resided with her to assist with the rent but moved out shortly after the previous order was issued.
7. The Tenant stated that she just recently (two weeks ago) started working two nights a week and can earn upwards of \$200.00 on a good night. However, she did not provide any evidence in support of this assertion.
8. The Landlord's Legal Representative requested that the motion be denied and the stay lifted as soon as possible. He submitted that the Tenant was given an opportunity to remedy the rent arrears with a repayment plan, breached the first payment, and has not made any of other arrears payments as required by the previous order. He also submitted that the rent arrears have increased since the previous order and now stand at \$8,282.00 owing to January 31, 2026.
9. The rent arrears owing are significant, the Tenant breached the agreed upon repayment plan right away, has also breached other payments required in the order, and her current income does not support a finding that she can maintain this repayment plan or even the tenancy. In these circumstances, I find that it would be unfair to grant the motion.

The stay is lifted on January 31, 2026

10. The stay of order LTB-L-102181-25 is lifted on January 31, 2026. The Tenant resides in the rental unit with two young children and requested until at least this time to find another unit and move out. The Landlord is holding a last month's rent deposit.

It is ordered that:

1. The motion to set aside Order LTB-L-102181-25, issued on December 9, 2025, is denied.
2. The stay of order LTB-L-102181-25 is lifted on January 31, 2026.

3. Order LTB-L-102181-25 is unchanged.

January 19, 2026
Date Issued

Lisa Del Vecchio
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.