



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

File Number: LTB-L-094702-25-SA

In the matter of: 48 LAKEHURST DR
St. Catharines ON L2N4C2

Between: Liam Lacey Landlord

And

Jennifer Jackson Tenant

Liam Lacey (the 'Landlord') applied for an order to terminate the tenancy and evict Jennifer Jackson (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on September 26, 2025 with respect to application LTB-L-059879-25.

The Landlord's application was resolved by order LTB-L-094702-25, issued on November 17, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-094702-25.

This motion was heard by videoconference on December 15, 2025.

The Landlord and the Tenant attended the hearing.

Determinations:

The Breach

1. There is no dispute that the Tenant failed to meet a condition specified in the order issued by the LTB on September 26, 2025 with respect to application LTB-L-059879-25. The Tenant failed to pay the full amount of November's rent (\$2,638.38) on November 1, 2025, instead paying \$2,000.00 on November 1, 2025 and \$638.38 on November 11, 2025.

The Tenant's Motion

2. As I am satisfied that the Tenant breached the order issued on September 26, 2025, the next issue before me is whether it would be unfair in all the circumstances to set aside the eviction order issued on November 17, 2025.

3. For the following reasons, and after considering all of the circumstances, I find that it would not be unfair to grant the Tenant's motion and set aside the eviction order issued on November 17, 2025.
4. The Tenant asserts that the reason for her late payment of the November 2025 rent was that she was between paydays and that she paid the outstanding portion of the rent as soon as she was paid on November 10, 2025. She indicated that she had paid her December 2025 rent on time, had made her two required arrears payments (October 15, 2025 and November 15, 2025) on time and was prepared to make her December 15, 2025 arrears payment on the day of the hearing.
5. A detailed examination was conducted of the Tenant's finances at the hearing. Given the level of income coming in, as asserted by the Tenant, the tenancy appears to be viable.
6. The Landlord contested the Tenant's motion, indicating that he was struggling financially and that he felt the tenancy was not viable given his history with the Tenant.
7. Based on all of the evidence before me, I am satisfied that this tenancy is financially sustainable and I am satisfied that the Tenant is willing and able to pay the remaining arrears. I am also satisfied that the Tenant is capable of adhering to the remaining terms of the payment plan. For these reasons, and after considering all of the circumstances, I find that it would not be unfair to grant the Tenant's motion and restore the terms of the original payment plan as outlined in the order issued on November 17, 2025. An order will issue accordingly.

It is ordered that:

1. The motion to set aside Order LTB-L-094702-25, issued on November 17, 2025, is granted.
2. Order LTB-L-094702-25, issued on November 17, 2025, is set aside and cannot be enforced.
3. The previous order issued on September 26, 2025 with respect to LTB-L-059879-25 is unchanged and remains in effect.

February 2, 2026
Date Issued

Curtis Smith
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.