



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

Citation: United Achievers Nonprofit Housing Corp. c/o DMS Property Management Ltd. v Kerr,
2026 ONLTB 10526

Date: 2026-02-02

File Number: LTB-L-102631-25-SA

In the matter of: 904, 7820 MCLAUGHLIN RD
BRAMPTON ON L6Y4W3

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

And

Kaydianne Lachea Kerr Tenant

United Achievers Nonprofit Housing Corp. c/o DMS Property Management Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Kaydianne Lachea Kerr (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 6, 2025 with respect to application LTB-L-070108-25.

The Landlord's application was resolved by order LTB-L-102631-25, issued on December 10, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-102631-25.

This motion was heard by videoconference on January 19, 2026.

The Landlord's representative E. McGivern and the Tenant attended the hearing.

Determinations:

1. The Tenant's motion to set aside the eviction order was brought pursuant to subsection 78(11) of the Residential Tenancies Act, 2006 (the "Act")
2. The Board must first determine whether or not the Tenant breached order LTB-L-070108-25 issued on November 6, 2025 (the "Section 78 Order").
3. The Section 78 Order provided that the Landlord could apply to the Board under section 78 of the Act without notice to the Tenant to terminate the tenancy and evict the Tenant if

the Tenant did not meet certain conditions specified in the order. If the Board finds that the Tenant did breach the Section 78 Order, then the Board must decide whether or not “in all the circumstances” it would be “unfair to set aside” the eviction order. If the Board determines that it would not be unfair to set aside the eviction order then the Board is supposed to grant the motion and set aside the order. If the Board determines that it would be unfair to set aside the eviction order then the motion must be denied.

4. The Tenant admits to breaching the Section 78 Order. In particular, the Tenant admits to not paying the lawful rent in full on or before December 1, 2025.
5. The next issue is whether or not “in all the circumstances” it would be “unfair to set aside” the eviction order.
6. The Tenant Kaydianne Lachea Kerr (“Tenant K”) testified that rent was paid late due to a bank complication and the Tenant noted she is paid semi-monthly. The tenancy is long-term in duration and the Tenant resides with her 9 year-old son. The Tenant K seeks to remain at the rental unit and advised she has commenced a new position with her current employer with an anticipated annual income of \$62,000/year and is in receipt of a child tax benefit in the amount of \$877/month. The Tenant also advised of her monthly expenses and based upon her anticipated monthly income availability, proposed to pay back the arrears at \$500/month.
7. The current rental arrears as of January 31, 2026 are \$6,269.00. The Landlord requests that the Tenants’ motion be denied, noting the Tenant did not provide her RGI documents and that the Tenant was well aware of her income and payment schedule at the time of consenting to the Section 78 Order.
8. In all the circumstances, including but not limited to the Tenant’s improved employment situation and reasonable payment plan proposal, I find it would not be unfair to set aside the order as requested by the Tenant. I understand and sympathize with the Landlord’s concerns, however if the Tenant abides by the payment plan proposed below, the arrears will be satisfied.

It is ordered that:

1. The motion to set aside Order LTB-L-102631-25, issued on December 10, 2025, is granted.
2. Order LTB-L-102631-25, issued on December 10, 2025, is set aside and cannot be enforced.
3. The previous order issued on November 6, 2025 with respect to LTB-L-070108-25 is cancelled and replaced with the following terms:
4. The Tenant shall pay to the Landlord \$6,269.00 for arrears of rent up to January 31, 2026 and costs.

5. The Tenant shall pay to the Landlord the amount set out in paragraph 4 in accordance with the following schedule:
 - i) Between February 21, 2026 and January 21, 2027, the Tenant will make payments towards the arrears in the amount of \$500 each month. These arrears payments will be made on or before the 21st day of each month. This means that the Tenant will make payments of \$500.00 per month for 12 consecutive months, commencing February 21, 2026;
 - ii) The final payment will be in the amount of \$269.00 and will be paid on or before February 21, 2027.
6. If not already paid, the Tenants shall pay the Landlord the lawful monthly rent for the month of February 2026, **on or before February 12, 2026.**
7. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period March 1, 2026 to February 28, 2027, or until the arrears are paid in full, whichever date is earliest.
8. If the Tenant fails to make any one 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 4 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 related charges that became owing after January 31, 2026.

February 2, 2026
Date Issued

Peter Nicholson
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.