



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

Citation: Skyline Living Real Estate Holdings Inc. c/o Skyline Living v Cleroux, 2026 ONLTB 20850

Date: 2026-03-09

File Number: LTB-L-005371-26-SA

In the matter of: 503, 3400 ERSKINE ST
WINDSOR ON N8Y4T5

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

And

Richard Leo Cleroux Tenants
Giselle Marie McKenna

Skyline Living Real Estate Holdings Inc. c/o Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Richard Leo Cleroux and Giselle Marie McKenna (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Tenants did not meet a condition specified in the order issued by the LTB on December 9, 2025 with respect to application LTB-L-076134-25.

The Landlord's application was resolved by order LTB-L-005371-26, issued on January 26, 2026. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-005371-26.

This motion was heard by videoconference on March 4, 2026.

The Landlord's legal representative Shannon Kiekens and the Tenants attended the hearing.

The Tenants declined to speak with Tenant Duty Counsel.

Determinations:

1. The Landlord filed an L1 application for arrears of rent which was resolved by way of a conditional order on December 9, 2025. The order provided that the Landlord could apply to the Board under section 78 of the Act without notice to the Tenants to terminate the tenancy and evict the Tenants if they failed to make the payments specified in the order.

The Breach

2. There is no dispute that the Tenants breached the December 9, 2025 agreement when they failed to pay the lawful rent and arrears for January 2026.

The Circumstances

3. This motion is brought pursuant to subsection 78(11) of the Act. As I am satisfied that the Tenants breached the order issued on December 9, 2025, the only issue before me is whether I am “satisfied, having regard to all the circumstances, that it would not be unfair to set aside the order”.
4. The Tenant Giselle Marie McKenna (GK) provided testimony on behalf of the Tenants. GK said that the other Tenant is the main source of income and there were issues related to banking and his benefits. At the hearing GK also said there were issues related to the other Tenant’s old age pension benefit and he was required to submit paperwork. His benefits ceased in November 2025 and the issue was rectified in January 2026.
5. While the Tenant received his benefit in January and February 2026, they opted not to pay the Landlord the amounts owing. Rather, they wanted to do a lump sum payment. GK also said they were waiting for a successful insurance claim in the amount of \$8,600.00 and that would be paid to the Landlord. I note, no documentary evidence as provided to support this claim.
6. At the hearing a detailed examination of the Tenants’ income and expenses was conducted. From that analysis, the Tenants believe they could pay the arrears in around twenty months.
7. The Landlord opposes the Tenants’ motion. The Landlord’s representative raises issues to the claims made in the motion filed with the Board and GK’s testimony. There was little to no evidence related to the banking issues claimed in the motion. Additionally, the other Tenant received his benefit in January and February 2026 yet chose not to make any good faith payments to the Landlord. There was no documentary evidence related to the insurance claim.
8. The Landlord’s representative states this tenancy began in July 2025 and almost immediately the Tenants fell into arrears. The Landlord requires the rent to be paid to meet their financial obligations. Here, the Landlord has made reasonable effort to preserve the tenancy. Letters have been sent to the Tenants, payment plans offered and a consent entered into in good faith by the Landlord. The Tenants have consistently failed to pay what they owe to the Landlord.
9. Based on the evidence before the Board and on a balance of probabilities, I find this tenancy is no longer viable and in light of circumstances, I find that it would be unfair to set aside the eviction order. The Tenants have had some income yet have chosen not to make any payments to the Landlord. There seems to be a pattern of behaviour and I find the Tenants are either unwilling or unable to adhere to a payment plan. The successful

insurance claim is speculative in nature and documentary evidence was provide to support this claim. The Tenants motion to set aside the eviction order must be denied.

Lifting the Stay

10. The next issue before me is when to lift the stay of the eviction order.
11. I have considered this tenancy began in July 2025. During this time, the Tenants have consistently failed to meet their financial obligations to the Landlord. The Tenants ask for a 30-day delay in lifting the stay.
12. I have also considered the Landlord's circumstances with this tenancy and the fact that efforts have been made to preserve this tenancy and those efforts have been unsuccessful. The Landlord asks the Board to lift the stay immediately and the last month rent deposit can be applied to rent owing to the Landlord. I have also considered the further delay is sheriff enforcement is required.
13. Given the above, and after considering all of the circumstances, I find it would be reasonable to lift the stay on March 31, 2026. I am granting this extra time in recognition of the Tenants' limited financial resources.
14. The stay of order LTB-L-005371-26 is lifted on March 31, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-005371-26, issued on January 26, 2026, is denied.
2. The stay of order LTB-L-005371-26 is lifted on March 31, 2026.

March 9, 2026
Date Issued

Dana Wren
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.