



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

File Number: LTB-L-003024-26-SA

In the matter of: 409, 2600 DON MILLS RD
NORTH YORK ON M2J3B4

Between: Hunters Lodge Apts. Inc. Landlord

And

Kalomo Haughton Tenant
Denise Scott

Hunters Lodge Apts. Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Kalomo Haughton and Denise Scott (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 January 8, 2026 with respect to application ltb-l-088948-25.

The Landlord's application was resolved by order LTB-L-003024-26, issued on January 19, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-003024-26.

This motion was heard by videoconference on March 3, 2026.

The Landlord's Legal Representative Howard Levenson and the Tenant Kalomo Haughton attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant.

Determinations:

There was a breach of the previous order

1. The Tenant failed to meet a condition specified in the order issued by the LTB on January 8, 2026, with respect to application LTB-L-088948-25.

2. It was not disputed that the Tenant failed to pay \$2425.78 on or before December 15, 2025, and failed to pay the lawful monthly rent due by January 1, 2026. Therefore, the Tenant breached the conditions set out in LTB-L-088948-2.

The surrounding circumstances

3. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-003024-26.
4. The Tenant testified that he breached the order because he did not have enough money to pay. He testified that he owns a mobile detailing business and his car broke down, leaving him unable to earn an income. He also testified that his partner lives with lupus and his daughter recently broke her leg.
5. He testified to he has since had the vehicle repaired and indicated that he and his partner earn a monthly income of approximately \$7000.00-\$8000.00 after taxes. The Tenant proposed a new payment plan consisting of a lump sum payment of \$5000.00 and \$750.00 per month until the arrears are resolved.
6. The Tenant confirmed that he has not made any payments since the breach as he did not to pay as the Landlord could already apply to terminate the tenancy based on the breach.
7. In consideration all of the circumstances, I find that it would be unfair to set aside the order. While the Tenant testified to a family income of \$7000.00-\$8000.00 after taxes which would make the tenancy viable, he did not submit or rely on any kind of documentation which would substantiate his income such as paystubs, invoices, or bank statements. Additionally, the Tenants continued non-payment since the breach, does not support his contention that the tenancy is viable. I also note that the breach occurred with respect to the first payment set out on the original order which also suggests the tenancy is not viable.
8. Therefore, as I am not satisfied that the tenancy is viable, I find it would be unduly prejudicial to the Landlord to set aside the eviction order.

The stay is lifted on March 31, 2026.

9. The stay of order LTB-L-003024-26 is lifted on March 31, 2026.
10. In the alternative the Tenant sought a delay of two months. In consideration of the fact that the Tenants partner lives with lupus, and his daughter has recently broken her leg, which will complicate the Tenant's move, I find that a delay to March 31, 2026 is appropriate. Given the Tenants continued non-payment I find that any further delay would be unduly prejudicial to the Landlord.

It is ordered that:

1. motion to set aside Order LTB-L-003024-26, issued on January 19, 2026, is denied.
2. The stay of order LTB-L-003024-26 is lifted on March 31, 2026.

3. Order LTB-L-003024-26 is unchanged.

March 17, 2026
Date Issued

Reid Jackson
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.