



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

Citation: Meigag v Kaiser, 2026 ONLTB 24601

Date: 2026-03-26

File Number: LTB-L-011278-26-SA

In the matter of: 48 CHRISTIAN ST
LIMOGES ON K0A2M0

Between: Ahmed-Khan Meigag Landlord

And

Tara Kaiser Tenant

Ahmed-Khan Meigag (the 'Landlord') applied for an order to terminate the tenancy and evict Tara Kaiser (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on January 7, 2026 with respect to application LTB-L-093156-25.

The Landlord's application was resolved by order LTB-L-011278-26, issued on February 13, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-011278-26.

This motion was heard by videoconference on March 18, 2026.

The Landlord's legal representative, G. George, and the Tenant attended the hearing. The Landlord's witness, J. Lyons, also attended the hearing.

Determinations:

1. The Tenant admits that she failed to meet a condition specified in the order issued by the LTB on January 7, 2026 with respect to application LTB-L-093156-25. Namely, the Tenant did not pay the rent in full and on time in February 2026.
2. The Tenant said that she has not yet paid the March rent because she did not know what was going to happen with her tenancy.
3. The Tenant said that she consented to the payment plan order in December 2025 in good faith, and it was only after that time that her partner discovered that his employer did not have any contracts, and he was therefore not going to get paid for a number of weeks.

She also said that she informed the Landlord that she was going to pay the February rent a bit late.

4. The Tenant said that she acknowledges that the rent is late, but it is always paid eventually. She said that she always informs the Landlord when the rent will be late. She said that her partner normally works full-time, and his income is approximately \$900 per week after tax. She said that she herself lost her full time employment when she crashed her vehicle, and she has only been able to work evenings and weekends since that time, for approximately \$600-700.00 per week. The Tenant said that she was late paying the rent in February 2026 because she was waiting for a pay out from her locked-in RRSP, and the loss of her partner's income over December and January.
5. The Tenant said that her monthly expenses, besides the rent, are about \$1,200.00 per month plus food for her, her spouse and two children. She said that her older child contributes towards the expenses.
6. The Tenant said that she has never been later than the 10th of the month with the rent.
7. The Landlord's witness, J. Lyons (JL), takes care of the Landlord's rent ledger. She submitted into evidence a rent ledger that shows that the Tenant has paid the rent in full and on time only once since March 2025. Every other month it was paid late, and most frequently in bits that only resulted in the full rent past mid-month or at the end of the month. JL also submitted into evidence, and the Tenant admits, a number of payment plans that the parties agreed to, but they were breached by the Tenant.
8. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-011278-26 for the following reasons. The Tenant has paid the rent late, or failed to pay the rent at all, almost since the beginning of the tenancy. She testified repeatedly that she always informed the Landlord, and she appeared to interpret informing the Landlord as acquiescence by the Landlord. However, the Landlord is entitled to receive the rent on time and in full, and that is why he was entitled to succeed on his original L2 application for persistent late payment of rent. She testified about a number of recent circumstances that have set her back, but the documentary evidence proves, on a balance of probabilities, that the Tenant is not able to afford to pay the rent in full and on time. Although her stated household income should be able to support the rent payment, much of the Tenant's testimony was not credible because it was either contradicted by the documentary evidence, or she changed her testimony when something she said was rebutted by the Landlord's witness. The Tenant said that she entered into the consent pay on time order in good faith, but she almost immediately breached it. Then, the Tenant continued to breach the order by failing to pay the March rent. Therefore, the Tenant was not able to credibly prove, on a balance of probabilities, that she will be able to pay the rent on time going forward.
9. I find that the evidence proves, on a balance of probabilities, that the tenancy is not viable because the Tenant is not able to pay the rent in full and on time. It is, therefore, prejudicial to the Landlord for the tenancy to continue.
10. The Tenant must find alternative accommodation for her partner and two children, one of whom is a minor. Therefore, I find that it is not unfair to give her a few extra weeks to find a new place to live. The stay of order LTB-L-011278-26 is lifted on April 30, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-011278-26, issued on February 13, 2026, is denied.
2. The stay of order LTB-L-011278-26 is lifted on April 30, 2026.
3. Order LTB-L-011278-26 is unchanged.

March 26, 2026
Date Issued

Nancy Morris
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.