



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

File Number: LTB-L-010711-26-SA

In the matter of: 733, 733 SECOND ST
LONDON ON N5V2B8

Between: CAPREIT Limited Partnership Landlord

And

Mikyla Dodd Tenant

CAPREIT Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Mikyla Dodd (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 February 4, 2026 with respect to application LTB-L-094975-25.

The Landlord's application was resolved by order LTB-L-010711-26, issued on February 9, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-010711-26.

This motion was heard by videoconference on April 1, 2026.

The Landlord and the Tenant attended the hearing. The Landlord was represented by Gabriela Quaresma.

Determinations:

The Breach

1. It is uncontested that the Tenant failed to meet a condition specified in the order issued by the LTB on February 4, 2026 with respect to application LTB-L-094975-25 – specifically that she failed to pay the rent for February 2026 on time.

The surrounding circumstances

2. The Tenant testified that she lost her bank card and had no access to her account; she was only able to pay \$1,000.00 as that was her debit limit. She informed the Landlord of the issue and asked for a one-week extension which they gave but she was unable to rectify the breach within this period. The Landlord then proceeded to file the application.

3. The Tenant confirms since the breach in February 2026, she has also missed March as well and knows she can't afford to be here but she is aware she can't afford to be elsewhere.
4. The Tenant seeks to preserve her tenancy and proposes to make a large payment on April 29, 2026 from the second payment of her father's estate, and continue paying \$1,000.00 on the 20th of each month starting May until the balance is paid off.
5. In the alternative, the Tenant seeks a delay of 2 weeks to find another home and move her two children ages 17 and 11 from their home of two years.
6. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-010711-26. I say this for the following reasons.
7. The Tenant's motion states she missed an appointment which resulted in her missing her payment. At the hearing, the Tenant testified to an issue with her bank account. It is unclear what caused the Tenant to breach.
8. Going forward the Tenant has continued to breach the order showing that she is either unwilling or unable to sustain this tenancy.
9. So I do not find the circumstances warrant granting her request for another repayment plan.
10. While the Tenant anticipates funding and therefore an improvement in her financial circumstances, there was not documentary evidence submitted in support of this assertion.
11. As the motion is being denied, I must think about when to lift the stay on the ex parte eviction order.
12. Given the length of this tenancy, the Tenant's request for two weeks, the quantum of arrears owed and the Landlord's denial of the motion, I find it appropriate to delay the lifting of the stay to April 30, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-010711-26, issued on February 9, 2026, is denied.
2. The stay of order LTB-L-010711-26 is lifted on April 30, 2026.
3. Order LTB-L-010711-26 is unchanged.

April 9, 2026
Date Issued

Sonia Anwar-Ali
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.