



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

**File Number:** LTB-L-011227-26-SA

**In the matter of:** 403, 24 HELEN AVE  
BRANTFORD ON N3T5Y8

**Between:** Skyline Real Estate Holdings Inc., C/O Landlord  
Skyline Living

**And**

Karen Cornish Tenant

Skyline Real Estate Holdings Inc., C/O Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Karen Cornish (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 December 5, 2025 with respect to application LTB-L-077789-25.

The Landlord's application was resolved by order LTB-L-011227-26, 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-011227-26.

This motion was heard by videoconference on March 25, 2026.

The Landlord's Legal Representative, S. Kiekens, and the Tenant attended the hearing. The Tenant was supported at the hearing by her grandson, Chase Cornish.

**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 December 5, 2025 with respect to application LTB-L-077789-25. The Tenant failed to pay the lawful rent for February 2026 and \$500.00 towards the rent arrears owing on or before February 1, 2026.

The surrounding circumstances

2. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-011227-26.

3. The Tenant stated that she receives her pension at the end of each month, goes to the bank and gets a money order to pay rent. She stated that she understood from the last hearing that she could only pay on the 1<sup>st</sup> day of each month and that February 1, 2026 fell on a Sunday. Additionally, she stated that she did not pay because she was fed up with the Landlord not replacing the toilet in her unit despite it making noise and affecting her sleep. The Tenant submitted that she did pay \$900.00 to the Landlord this month (March 2026).
4. Under cross-examination, the Tenant admitted that she had paid an outstanding bill that was owed in the amount of \$300.00 which is why the full rent for March 2026 was not paid. Under cross-examination, when asked what happened to the income she received in February 2026, the Tenant stated that she gave money to her daughter and requested that the moneys owed for February 2026 just be included in the amount she owes to the Landlord which she'll pay off monthly.
5. The Tenant requested another repayment plan to continue the tenancy. She initially offered to pay the lawful rent plus \$300.00 to \$400.00 each month towards the rent arrears owing, then she offered to pay \$400.00 to \$500.00 each month towards the rent arrears.
6. The Landlord's Legal Representative submitted that the rent arrears are greater than they were when the parties were previously before the LTB wherein the Tenant consented to the prior repayment plan which breach is the reason for this motion. She also submitted that the Tenant's commitment to a payment plan seems to be unclear given the varying amounts proposed by the Tenant. She further submitted that the Tenant simply chose to not make the February 2026 payments as she was mad at the Landlord about an alleged issue with her toilet and then proceeded to misappropriate those funds despite clearly knowing the consequences of breaching the consent ordered payment plan.
7. The Tenant receives CPP/OAS, and also receives CCB for her grandson that lives with her. She stated that she does not want to lose this tenancy and maintained that she could pay the lawful rent for April 2026 which was due within the next week and make a payment of \$500.00 towards the arrears.
8. Given that April's rent was due within a week, the Tenant was instructed that if she paid \$1,700.00 on or before April 1, 2026, being the lawful rent for April 2026 of \$1,208.58 and \$491.42 towards the rent arrears, that this would clearly demonstrate her ability and willingness to meet the repayment terms proposed. The parties were instructed to advise the LTB via a post hearing submission as to whether this payment was made/received.
9. On April 6, 2026, the Landlord's Legal Representative provided a written submission advising that the Tenant had failed to pay \$1,700.00 as offered on or before April 1, 2026 and that as of April 6, 2026 the amount was still not paid.
10. Given all of the circumstances before me, including that the Tenant breached the prior order and despite her assertions that she could continue this payment plan, failed to do so, I find that it would be unfair to set aside the order.

The stay is lifted on April 30, 2026

11. The stay of order LTB-L-011227-26 is lifted on April 30, 2026. Given the Tenant's stated circumstances and that the Landlord was willing to delay the lifting of the stay one month as they are holding a last month's rent deposit, I was satisfied that it would not be unfair to delay the lifting of the stay to the end of April.

**It is ordered that:**

1. The motion to set aside Order LTB-L-011227-26, issued on February 13, 2026, is denied.
2. The stay of order LTB-L-011227-26 is lifted April 30, 2026.
3. Order LTB-L-011227-26 is unchanged.

**April 16, 2026**

**Date Issued**

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Lisa Del Vecchio

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.