



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

File Number: LTB-L-017565-26-SA

In the matter of: 1003, 300 SHERK ST
LEAMINGTON ON N8H4N7

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

And

Lindsay Raymond Tenant

Skyline Real Estate Holdings Inc., c/o Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Lindsay Raymond (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 23, 2026 with respect to application LTB-L-095579-25.

The Landlord's application was resolved by order LTB-L-017565-26, issued on March 2, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-017565-26.

This motion was heard by videoconference on April 8, 2026.

The Landlord's legal representative Trevor Scheib and the Tenant attended the hearing.

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 23, 2026 with respect to application LTB-L-095579-25.
2. The Tenant confirmed at the hearing that she did not pay the rent due on February 1, 2026, on or before the date it was due.
3. The Tenant also confirmed that she did not pay the \$1,000.00 payment that came due on February 20, 2026, with respect to the rent arrears.
4. Therefore, the breaches alleged by the Landlord are established.

The surrounding circumstances

5. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-017565-26.
6. The Tenant testified – and the Landlord agrees – that both payments which form the basis of the breach were eventually paid by the Tenant, and that the rent for March 2026 was paid before the hearing date.
7. The Tenant testified to her financial circumstances at the hearing and I am not satisfied that the Tenant's means are adequate to meet her obligations to pay rent and make payments toward the arrears. I am not satisfied that the breaches represent an aberration in the Tenant's usual circumstances – rather, it appears that the tenancy is simply not financially viable.
8. Therefore, it would be highly prejudicial to the Landlord to allow the tenancy to continue. The Tenant has already been afforded relief from eviction and has not been able to fulfill the obligations she agreed to in resolution of the initial application for rent arrears.

The stay is lifted on May 31, 2026

9. The stay of order LTB-L-017565-26 is lifted on May 31, 2026.
10. At the hearing, the Tenant indicated that she has two children residing with her in the rental unit and she may, therefore, require additional time to move.
11. While I remain of the view that the tenancy is not viable and must terminate, I acknowledge the Tenant has continued to make efforts to pay off her rent and her arrears. Therefore, I am satisfied that extending the lift of the stay to May 31, 2026 will not significantly prejudice the Landlord's interests. This brief extension provides the Tenant with some additional time to secure housing for herself and her family.

It is ordered that:

1. The motion to set aside Order LTB-L-017565-26, issued on March 2, 2026, is denied.
2. The stay of order LTB-L-017565-26 is lifted on May 31, 2026.
3. Order LTB-L-017565-26 is unchanged.

April 29, 2026

Date Issued

Jeremy Henderson

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.