



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

File Number: LTB-L-024411-26-SA

In the matter of: 1905-D, 1905 OGILVIE RD
GLOUCESTER ON K1J7N7

Between: Interrent Holdings Manager LP Landlord

And

Kayla Purkis-Havrot Tenant

Interrent Holdings Manager LP (the 'Landlord') applied for an order to terminate the tenancy and evict Kayla Purkis-Havrot (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 22, 2026 with respect to application LTB-L-085134-25.

The Landlord's application was resolved by order LTB-L-024411-26, issued on March 23, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-024411-26.

This motion was heard by videoconference on May 5, 2026.

The Landlord's Representative, Daniel Abraham, and the Tenant attended the hearing.

Determinations:

There was a breach of the previous order

1. It was undisputed that the Tenant failed to meet a condition specified in the order issued by the LTB on January 22, 2026, with respect to application LTB-L-085134-25, by failing to pay March 2026 rent in full and on time and failing to make the arrears payment due on or before March 15, 2026.

The surrounding circumstances

2. After reviewing the arrears, rent due, and Tenant's payments, the parties agreed the arrears owing to May 31, 2026, were \$16,466.48, inclusive of filing fee.
3. The Tenant testified that there were some extenuating circumstances with her mother unfortunately ending in her mother's untimely passing on March 12, 2026. The Tenant testified that due to this it put a strain on her finances and caused her to miss her March rent and arrears payments. The Tenant testified that she has not made any arrears or rent payments since the breach of the order because she was unsure if she was going to be

evicted and needed to have access to the funds incase she needed to move. The Tenant testified that she would have had nowhere to go as her mother was her last living meaningful relative.

4. The Tenant testified that she recently started a new full-time job that pays more than her previous employment. The Tenant also testified that she has part time work as a yoga teacher and has financial support from her partner. The Tenant testified that she is able to repay the arrears at \$1,615.77 per month starting June 15, 2026, and to pay her regular rent on time. The Tenant testified that her partner and part-time work would cover any financial short fall that her regular employment income did not cover. The Tenant testified if needed she could also make a lump sum payment of \$1,000.00 on May 7, 2026, and \$1,500.00 on May 14, 2026.
5. The Landlord's Representative provided that the Landlord was concerned that the Tenant's employment income was insufficient to cover the regular rent, arrears, and the Tenant's expenses and therefore the tenancy was not viable. However, the Landlord's Representative did provide that the Landlord had evidence that the Tenant's partner had made significant financial help to the Tenant in the past.
6. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-024411-26.
7. The Act is remedial in nature. In *Matthews v. Algoma Timberlakes Corp.*, 2010 ONCA 468 (CanLII), [2010] O.J. No. 2710 (C.A.) ("*Matthews*"), the Court of Appeal for Ontario ruled, at paragraph 22: "Given the remedial nature of the Act, its provisions must be interpreted liberally to ensure the realization of its objectives." At paragraph 32, the Court of Appeal concluded: "The purpose of the legislation is to provide protection to Tenants."
8. The Court of Appeal for Ontario's reasons in *Matthews* are consistent with earlier decisions by the Court, and by the Divisional Court, that the purpose of Act is to promote security of tenure.
9. Therefore, terminating a tenancy and evicting a Tenant from a rental unit is a remedy of last resort.
10. Here, I am satisfied that the breach was due to the unfortunate circumstances the Tenant was experiencing surrounding her mother's untimely passing.
11. I accept the Tenant's evidence regarding her ability to pay the ongoing rent and adhere to her proposed payment plan. I am satisfied that between her employment, part-time work, and contributions from her partner, the Tenant has the ability to pay rent, arrears, and her expenses. In my view, it would not be unfair to set aside the ex-parte order to allow the Tenant an opportunity to preserve the tenancy.
12. Therefore, a payment plan shall issue that reflects the payments as outlined by the Tenant at the hearing plus one lump sum payment of \$1,500.00 on May 22, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-024411-26, issued on March 23, 2026, is granted.

2. Order LTB-L-024411-26, issued on March 23, 2026, is set aside and cannot be enforced.
3. The previous order issued on January 22, 2026, with respect to LTB-L-085134-25 is amended as follows:
4. The Tenant shall pay to the Landlord \$16,466.48, for arrears of rent up to May 31, 2026, inclusive of filing fee.
5. The Tenant shall pay to the Landlord the amount set out in paragraph 4 above in accordance with the following schedule:

Payment Date	Payment Amount
May 22, 2026	\$1,500.00
June 15, 2026	\$1,615.77
July 15, 2026	\$1,615.77
August 15, 2026	\$1,615.77
September 15, 2026	\$1,615.77
October 15, 2026	\$1,615.77
November 15, 2026	\$1,615.77
December 15, 2026	\$1,615.77
January 15, 2027	\$1,615.77
February 15, 2027	\$1,615.77
March 15, 2027	\$424.55

6. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period of June 1, 2026, to March 1, 2027, or until the arrears are paid in full, whichever date is earliest.
7. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 4 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the *Residential Tenancies Act*, 2006 (the 'Act') for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pays any new arrears, NSF fees and related charges that became owing after May 31, 2026.

May 11, 2026
Date Issued

 Nicole Pedron
 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.