



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

File Number: LTB-L-017574-26-SA

In the matter of: 411, 6521 DRUMMOND RD
NIAGARA FALLS ON L2G4N5

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

And

Jennifer Kimonos Tenants
Michael Joseph Amyot

Skyline Real Estate Holdings Inc., c/o Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Jennifer Kimonos and Michael Joseph Amyot (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 consent order issued by the LTB on January 19, 2026 with respect to application LTB-L-087161-25.

The Landlord's application was resolved by order LTB-L-017574-26, issued on March 6, 2026. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-017574-26.

This motion was heard by videoconference on May 14, 2026.

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

Determinations:

There was a breach of the previous order

1. The Tenants admittedly failed to February rent on or by February 1, 2026 and therefore failed to meet a condition specified in the order issued by the LTB on January 19, 2026 with respect to application LTB-L-087161-25.

The surrounding circumstances

2. The Tenants have not paid the Landlord any money since their payment of \$600.00 to the Landlord on March 3, 2026. They have not paid rent for April or May and have not made up the payments under the consent order.
3. The Tenants submit that they have been having financial struggles for a long period of time. While one of the Tenants has outstanding several years worth of unfilled income tax and can't afford the \$400.00 to pay to have them done, they are also holding down a full-time job and a separate part-time job trying to make ends meet. The other Tenant works part time to casual as a bartender and only works one day a week and can't find more employment. They have also applied for disability benefits but have not yet been approved based on their COPD. They have tried reaching out to agencies for rent support, but they do not qualify for any programs because of their current income threshold. They submit that if the Landlord would agree to move them to a smaller one-bedroom unit, then they will likely be able to afford a lower rent.
4. The Tenants combined current income is approximately \$2,500.00 per month or less and they have credit card debts and phone debts that that have been unable to clear. The Tenants agree that the tenancy is currently not viable based on their income and expenses compared to the rent that is \$2,144.89 per month.
5. While the Tenants proposed that they could make ongoing rent payments to the Landlord after they get a tax return and file their taxes, as of the hearing date they could provide no submissions with respect to what if any money they could put towards paying back the rent arrears, let alone commit to the ongoing rent payments. They submit that they will ultimately become homeless and die if they are not granted additional relief from eviction, however, they understand that the Landlord has a business to run.
6. The Landlord is not willing to rent the Tenants another smaller unit based on their credit history. The tenancy only commenced in August of 2025 and the Tenants almost immediately fell into arrears. The Landlord submits that the motion should be denied and that the stay should be lifted by no later than May 31, 2026 so that the Landlord can apply the last month's rent deposit and reduce the overall loss of the debt. They submit that they have bills to pay and maintenance and staff costs and therefore would be prejudiced by having to wait to lift the stay.
7. While I do understand and am sympathetic to the Tenants circumstances, I do not find it appropriate to grant additional conditional relief in the form of any payment plan. Indeed, the Tenants income and debts exceed the amount of rent that is due and owing each month and there is no prospect of being able to pay back the arrears that continue to accrue.
8. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-017574-26.
9. I do find, based on the evidence and submissions before me, that it would be appropriate to grant the Tenants additional time to find alternative housing before lifting the stay of the order. The Tenants requested two months at least to find alternative housing; however, this will continue to accrue rent arrears as the Tenants attempt to save money for their

alternative housing and move. Not only will this cause hardship to the Landlord, but it will also cause hardship to the Tenants accruing additional rent arrears. Accordingly, I find granting time to June 30, 2026 to be appropriate under all of the disclosed circumstances.

It is ordered that:

1. The motion to set aside Order LTB-L-017574-26, issued on March 6, 2026, is denied.
2. The stay of order LTB-L-017574-26 is lifted June 30, 2026.
3. Order LTB-L-017574-26 is unchanged.

May 19, 2026
Date Issued

Terri van Huisstede
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.