



**Order under Section 21.2 of the
Statutory Powers Procedure Act
and the Residential Tenancies Act, 2006**

Citation: Skyline Living Real Estate Holdings Inc. c/o Skyline Living v Boychuk, 2026 ONLTB 34720

Date: 2026-05-28

File Number: LTB-L-035337-25-SA-RV5

In the matter of: 708, 766 JOHN COUNTER BLVD
KINGSTON ON K7K6P1

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

And

Kevin Boychuk Tenant

Review Order

Skyline Living Real Estate Holdings Inc. c/o Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Kevin Boychuk (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 28, 2025 with respect to application LTB-L-091950-24.

The Landlord's application was resolved by order LTB-L-035337-25, issued on May 12, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-035337-25.

The Tenant's motion was resolved by order LTB-L-035337-25-SA issued on July 10, 2025.

On August 12, 2025 the Tenant requested a review of the July 10, 2025 order. Review order LTB-L-035337-25-RV issued on November 6, 2025 cancelled and replaced the July 10, 2025 order.

On December 5, 2025, the Tenant requested a review of the November 6, 2026 review order. This request to review was denied without a hearing by review order LTB-L-035337-25-RV2, issued on December 8, 2025.

On December 19, 2025, the Tenant requested a review of the December 8, 2025 review order.

The Tenants requests to review the December 8, 2025 and the November 6, 2025 orders came before the LTB on February 11, 2026.

On December 19, 2025 the Tenant requested a review of the December 8, 2025 review order.

On December 22, 2025 interim order LTB-L-035337-25-RV3-IN was issued, staying the orders issued on May 12, 2025, November 6, 2025, and December 8, 2025.

The request to review the December 8, 2025 order was heard on February 11, 2026, and granted by review order LTB-L-035337-25-RV3, issued February 19, 2026. This request to review was also granted orally at the February 11, 2025 hearing, and the request to review the November 6, 2025 order was reheard on February 11, 2025.

The request to review the November 6, 2025 order was granted by review order LTB-L-035337-25-RV4, issued on February 26, 2026. This review order directed that the Tenant's set aside motion be heard *de novo*.

This motion was heard *de novo* by videoconference on April 15, 2026.

The Landlord's legal representative, Shannon Kiekens ('SK'), the Tenant, and the Tenant's legal representative, John Done ('JD'), attended the hearing.

Determinations:

1. The parties agree that the current monthly rent is \$1,812.66, and the rent arrears to the end of April 2026, as of the hearing date, were \$14,137.42, plus the application filing fee of \$186.00.
2. The parties also acknowledge and agree to the facts determined by Member Whitmore in review order LTB-L-035337-25-RV4, issued on February 26, 2026.
3. The Tenant adopted his affidavit as part of his direct evidence (DOC-65000033). That evidence was supplemented by oral evidence at the hearing, and SK had the opportunity to cross-examine KB.
4. In the affidavit, the Tenant states that his monthly ODSP benefit was \$1,368.00. At the hearing, the Tenant said this has increased by \$40.00 per month, to \$1,408.00, and that his roommate receives the same. The Tenant's evidence was that he also receives a monthly HST credit in the amount of \$27.50, and the Trillium benefit, in the amount of \$70.00. The Tenant's total monthly income is \$1,505.50.
5. He also said that ODSP pays his rent directly, and that as of the hearing date, ODSP had been directed by both the Tenant and his roommate to directly pay the Landlord \$906.33 for each of them.
6. The Tenant prepared a budget document, showing his income and expenses, which is attached to his affidavit. The Tenant's monthly expenses according to the budget are stated as \$1,464.81. This includes a rent payment of \$886.81. The rent has increased, and the Tenant's rent payment his increased by \$19.72. When this increase is accounted for,

the Tenant's monthly expenses would be \$1,484.53, which is about \$21.00 less than his monthly income.

7. The Tenant's proposal is that he would repay \$100.00 per month toward the rent arrears in addition to the monthly rent. The \$100.00 would be evenly split between the Tenant and his roommate, so the Tenant would be have to pay \$50.00 per month toward the arrears. This exceeds his monthly surplus by about \$30.00.
8. When asked how he would manage to pay the \$50.00 per month, the Tenant said he would take this from his \$230.00 per month food budget, and would get more food from food banks or charitable organizations.
9. The Tenant also said at the hearing that he has contacted the Municipality about the discretionary residency benefit. He said he has applied, and has been informed that he and his roommate are eligible to receive approximately \$3,000.00 combined.
10. JD clarified that receipt of this amount is "probable", but not certain, and the specific amounts the Tenant and his roommate are likely to receive are \$1,500.00 and \$1,300.00, respectively.
11. On cross-examination the Tenant acknowledged that, at one point, his roommate moved out, but then moved back in. The repayment plan proposed by the Tenant relies on a roommate contribution, but the Tenant says that does not necessarily mean it has to be this roommate. He suggested that if his roommate were to move again, then he would find another roommate.
12. As determined by Member Whitmore in review order LTB-L-035337-25-RV4, the Tenant suffers from drug addiction, which is a disability under the *Human Rights Code*. The rent arrears arose because this addiction caused the Tenant to spend his rent money on drugs.
13. After the Tenant suffered a relapse in October 2024 and failed to pay his rent, the Landlord filed an L1 application (LTB-L-091950-24). That application resulted in a consent order implementing a payment plan that was not sustainable for the Tenant, and the payment plan was breached. That is what lead to the *ex parte* order and subsequent motion to set aside the *ex parte* order that is now being heard *de novo*.
14. There was a breach of the conditions of the previous order, so the issue before me is whether it would be unfair in all the circumstances to grant the Tenant's motion and set aside the *ex parte* order issued on May 12, 2025.
15. Because the rent arrears arose due to a disability, I accept that the Landlord has an obligation to accommodate the Tenant's disability-related need relative to the arrears to the point of undue hardship, pursuant to ss. 17(2) of the *Human Rights Code*.
16. The duty to accommodate includes both procedural and substantive components. The procedural aspect of the duty to accommodate requires the party obliged to accommodate a person to "... take steps to understand the [other party's] disability-related needs, and to undertake an individualized investigation of potential accommodation measures to address those needs". The substantive component of the duty requires implementation of the necessary accommodation, provided that it does not amount to undue hardship: *Bechard v. Ontario Lottery and Gaming Corporation*, 2012 HRTO 1761 (CanLII), paras 25-26;

British Columbia (Public Service Employee Relations Commission) v. BCGSEU, 1999 CanLII 652 (SCC), [1999] 3 S.C.R. 3; and *British Columbia (Superintendent of Motor Vehicles) v. British Columbia (Council of Human Rights)*, 1999 CanLII 646 (SCC), [1999] 3 S.C.R. 868.

17. The Supreme Court has found that it is reasonable, and not ideal accommodation that is required, and that if a reasonable proposal is declined, then the duty to accommodate by the person obliged to accommodate is discharged: *Central Okanagan School District No. 23 v. Renaud*, 1992 CanLII 81 (SCC); *Babadi v. Advanced Micro Devices Inc.*, 2025 HRT0 1203 (CanLII), para 15.
18. The duty to accommodate is also a collaborative process, which requires the parties to act in a reasonable and cooperative manner. A person seeking accommodation "... must make his or her need for accommodation known, collaborate in the search for accommodation and accept reasonable proposals": *Chappell v. Securitas Canada Ltd.*, 2012 HRT0 874 (CanLII), para 27; *Central Okanagan School District No. 23 v. Renaud*, 1992 CanLII 81 (SCC).
19. Subsection 17(2) of the *Human Rights Code* prescribes the three factors to be considered relative to the assessment of undue hardship: cost, outside sources of funding, and health and safety requirements, if any: ss. 17(2) *Human Rights Code*, RSO, c H.19; *Eagleson Co-operative Homes Inc. v. Theberge*, 2006 CanLII 29987 (ON SCDC), para 21.
20. A reasonable means of accommodation of the Tenant's disability-related need would be through the implementation of a payment plan to repay the arrears that is feasible for the Tenant to comply with.
21. At a repayment rate of \$100.00 per month, it would take over 143 months for the arrears to be repaid. In the normal course of LTB proceedings, this would not likely be considered a reasonable payment plan because of the excessive length of the plan. This would be prejudicial to the Landlord, and may even impose some hardship on the Landlord.
22. Since this payment plan is being proposed as an accommodation of a legitimate disability-related need, however, I must consider whether implementation of this payment plan would impose *undue* hardship on the Landlord.
23. The Landlord did not present any evidence at the hearing of the motion before me that would establish or even suggest that the implementation of this payment plan would impose undue hardship on the Landlord.
24. SK did submit that I ought to consider the time and expense for the Landlord to monitor a payment plan for such a long time. There was no evidence before me about what the time or expense would actually be. There is not sufficient evidence before me to determine that this would be so time consuming and expensive that it would amount to undue hardship on the Landlord (see also paragraph 32 of review order LTB-L-035337-25-RV4).
25. SK also correctly submitted that I must also consider if the Tenant's proposed payment plan is even sustainable. If it is not a viable payment plan, then this is not a reasonable accommodation.

26. SK correctly pointed out that the Tenant cannot sustain the proposed payment plan on his own. It depends on the contributions of an occupant who is not bound by this order, and has no legal obligation to contribute to the payment plan or to remain in the unit. Since the Tenant cannot sustain the payment plan on his own, SK submitted that the payment plan is bound to fail. She submitted that the tenancy is not sustainable, the Tenant's motion ought to be denied, and the stay on the *ex parte* eviction order ought to be lifted.
27. I do not agree that the payment plan must be rejected because it relies on contribution from an occupant of the unit. I accept that the current occupant's intention is to contribute to the payment plan. While she is not obligated to do so permanently, the Tenant could plausibly find another roommate to contribute to the payment plan if the current occupant were to move out. The payment plan would be bound to fail if it were based on the Tenant's income alone, but I do not find that it is bound to fail in the circumstances of this case.
28. I find that the payment plan proposed by the Tenant is viable, and that it represents reasonable accommodation of the Tenant's disability-related needs that would not impose undue hardship on the Landlord.
29. It would not be unfair in all of the circumstances to set aside *ex parte* order LTB-L-035337-25. The Tenant's motion is therefore granted.

It is ordered that:

1. The motion to set aside Order LTB-L-035337-25, issued on May 12, 2025, is granted.
2. Order LTB-L-035337-25, issued on May 12, 2025, is set aside and cannot be enforced.
3. The previous order issued on February 28, 2025 with respect to LTB-L-091950-24 is replaced with the following order.
4. The Tenant shall pay to the Landlord \$14,323.42 for arrears of rent up to April 30, 2026 and costs.
5. The Tenant shall pay the Landlord the amount set out in paragraph 4 of this order in accordance with the following schedule:
 - a) \$100.00 shall be paid toward the rent arrears on or before June 5, 2026;
 - b) \$100.00 shall be paid toward the rent arrears on or before the first day of each month for 142 consecutive months beginning July 1, 2026 up to and including April 1, 2038; and
 - c) \$23.42 shall be paid toward the rent arrears on or before May 1, 2038.
6. If the lawful monthly rent for the month of May 2026 has not been paid, then the Tenant shall pay the lawful monthly rent for May 2026 on or before June 5, 2026.
7. The Tenant shall also pay the lawful monthly rent in full and on time as it comes due, on or before the first day of each month, beginning June 1, 2026 up to and including the period ending May 31, 2038, or until the rent arrears are paid in full, whichever date is earliest.

8. 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 Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after April 30, 2026.

May 28, 2026
Date Issued

Mark Melchers
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.