



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

Citation: United Achievers Nonprofit Housing Corp. c/o DMS Property Management Ltd. v
Donaldson, 2026 ONLTB 51055

Date: 2026-06-30

File Number: LTB-L-035153-26-SA

In the matter of: 709, 7820 MCLAUGHLIN RD
BRAMPTON ON L6Y4W3

Between: United Achievers Nonprofit Housing Corp. c/o Landlord
DMS Property Management Ltd.

And

Kerry Ann Donaldson Tenants
Andre Ramsay

United Achievers Nonprofit Housing Corp. c/o DMS Property Management Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Kerry Ann Donaldson and Andre Ramsay (the 'Tenants') and for an order to have the Tenants pay compensation for damage they owe because the Tenants did not meet a condition specified in the order issued by the LTB on November 7, 2025 with respect to application LTB-L-070339-25.

The Landlord's application was resolved by order LTB-L-035153-26, issued on April 27, 2026. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-035153-26.

This motion was heard by videoconference on June 23, 2026.

The Landlord's Legal Representative Emily McGivern and the Tenants attended the hearing.

Determinations:

1. The Tenants agreed that they failed to meet a condition specified in the order issued by the LTB on November 7, 2025, with respect to application LTB-L-070339-25, by paying to the rent in full by April 1, 2026.
2. The Tenants stated that they were unable to pay rent on time for April 1, 2026, as pay day was not until April 3, 2026, which was also Good Friday and the Landlord's rental office was closed that day. The rent was paid the next week.

3. The Tenants also testified that their dog got sick, which cost them \$1,800.00 and set them back. The Tenants also testified that they received the *ex-parte* order on May 8, 2026, due to their mailbox being allegedly broken. The Tenants' set aside motion seemingly focused on the issue with the mailbox however, the Tenants never explained how the issue with the mailbox caused them to pay their rent late, or to misunderstand what it was they were required to do to satisfy the order they had agreed to in November. The Tenants testified that they have two children, ages 19 and 11.
4. The Tenants testified that they had paid the rent for May, June and July already and intend on being on time for now on.
5. The Landlord's Legal Representative submitted that the Tenants' motion to set aside should be denied, as the Tenants had already been given a chance when the parties had agreed to the consent order in November.
6. The Landlord's Legal Representative also pointed out the fact that Good Friday did not prevent the Tenants from paying the rent on April 1, 2026, as the 1st was on a Wednesday. Further, the issue of the mailbox was never a factor in the Tenants' inability to comply with the consent order. The Landlord's Legal Representative further stated that the persistent late payments effect the Landlord's ability to service other tenants, and the Landlord is a non-profit organization and that margins are tight.
7. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-035153-26.
8. While I pointed out the issues to the Tenants concerning their explanation for being unable to pay April's rent on time was largely due to their own choices rather than any outside circumstances, considering the Tenants have children they will be given one final chance to comply with the original order however, that original order will be extended to June 30, 2027. The Tenants will be given no further chances.

It is ordered that:

1. The motion to set aside Order LTB-L-035153-26, issued on April 27, 2026, is granted.
2. The previous order issued on November 7, 2025, with respect to LTB-L-070339-25 is amended as follows:
3. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period starting July 1, 2026, to June 30, 2027.
4. If the Tenants fail to make any one of the payments in accordance with this order, the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after June 30, 2026.

June 30, 2026
Date Issued

Jagger Benham
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.