



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

Citation: SKPM RENTS 6 v Holt, 2026 ONLTB 51020

Date: 2026-06-30

File Number: LTB-L-029983-26-SA

In the matter of: 301, 95 QUEBEC ST
OSHAWA ON L1H2K6

Between: SKPM RENTS 6 Landlord

And

Janice Elizabeth Holt Tenant

SKPM RENTS 6 (the 'Landlord') applied for an order to terminate the tenancy and evict Janice Elizabeth Holt (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 May 28, 2025 with respect to application LTB-L-081795-24.

The Landlord's application was resolved by order LTB-L-029983-26, issued on May 28, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-029983-26.

This motion was heard by videoconference on May 26, 2026.

The Landlord's legal representative Sharon Harris and the Tenant attended the hearing.

Determinations:

There was a breach of the previous order

1. The Tenant agreed that they failed to meet a condition specified in the order issued by the LTB on May 28, 2025 with respect to application LTB-L-081795-24. Specifically, the Tenant failed to make the payment of \$100.00 due on March 15, 2026.

The surrounding circumstances

2. The Tenant testified that her daughter was involved in a horseback riding accident on March 3, 2026 and the Tenant was going to and from the hospital to care for her daughter.

3. The Landlord's representative made submissions that the Tenant has not paid the full rent due each month and also owed \$200.00 in rent from March 2026. The Landlord's representative characterized the arrears as a nominal amount and submitted that a standard order with a 30 day delay would be appropriate, or alternatively that the stay be lifted on June 30, 2026.
4. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-029983-26. The Landlord's ledger shows that the Tenant has made up payments due pursuant to the order and submissions were made that the current outstanding balance of arrears is \$666.68.
5. The Tenant's evidence is that they have lived in the rental unit for 12 years and would be unhoused if the motion was denied. The Tenant also testified about their income and the Tenant's income is only slightly higher than the monthly rent.
6. The Landlord's representative asserted that the Landlord is prejudiced by the Tenant still being in arrears and their failure to pay rent in full during the entire payment plan, including partial payment in March 2026.
7. It was unexplained why the Tenant has consistently paid less than the lawful rent by approximately \$0.93 each month and paid late however, the Landlord did not file an application for either the late or partial rent payments during the payment plan.
8. When considering the submissions of the Landlord's representative, and while acknowledging it is the Tenant's obligation is to pay the full rent on the date it is due, I do not find that the asserted prejudice to the Landlord is substantiated.
9. The arrears are less than half of the amount claimed by the Landlord at the original hearing and the Tenant accrued \$200.00 in additional arrears during the same month her daughter was involved in an accident that resulted in hospitalization.
10. In these circumstances, I do not find a standard order (even with a delay of 30 days) would be appropriate. Based on the Tenant's income, the Tenant would be unable to satisfy a standard order.
11. The Tenant has paid pursuant to the previous order since March 2025, and this is the first L4 application and set aside motion filed during the payment plan. The Tenant has resided in the rental unit for 12 years and would be unhoused if evicted. The arrears are "nominal" and accordingly, I find it is appropriate to order a new payment plan with same terms as the previous order.

It is ordered that:

1. The motion to set aside Order LTB-L-029983-26, issued on May 28, 2025, is granted.
2. Order LTB-L-029983-26, issued on May 28, 2025, is set aside and cannot be enforced.
3. The previous order issued on May 28, 2025, with respect to LTB-L-081795-24 is amended as follows:

4. The Tenant owes arrears of rent and costs up to May 31, 2026, in the amount of \$666.68, to be paid as follows:
 - a. If the Tenant has not already paid to the Landlord \$1,370.37 in June 2026, the Tenant shall pay this amount to the Landlord on or before July 15, 2026. (This amount includes rent for June 2026 of \$1,270.37, and \$100.00 towards arrears)
 - b. The Tenant shall pay the lawful monthly rent for July 2025, on or before July 5, 2026.
 - c. Commencing on July 15, 2026, and on the 15th day of each month thereafter up to November 15, 2026, the Tenant shall pay to the Landlord \$100.00.
 - d. The Tenant's final payment of \$66.68 is due on or before December 15, 2026.
 - e. Commencing on August 1, 2026, and on the first day of each month thereafter up to and including December 1, 2026, the Tenant shall pay the lawful monthly rent in full and on time on or before the first day of each month.
5. If the Tenant fails to make any of the payments in accordance with paragraph 4 of this order, the outstanding balance of any compensation owed 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.

June 30, 2026
Date Issued

Kyle McGraw
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.