



Order under Section 69 Residential Tenancies Act, 2006

Citation: TORONTO COMMUNITY HOUSING CORP v White, 2026 ONLTB 941

Date: 2026-01-09

File Number: LTB-L-084629-25

In the matter of: 612, 90 MORNELLE CRT
Toronto ON M1E4P9

Between: TORONTO COMMUNITY HOUSING CORP Landlord

And

Kedisha White Tenants
Jevante White

TORONTO COMMUNITY HOUSING CORP (the 'Landlord') applied for an order to terminate the tenancy and evict Kedisha White and Jevante White (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on December 18, 2025.

The Landlord's agent, D. Maingot, and the Tenant, K. White, attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$929.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$30.54. This amount is calculated as follows: \$929.00 x 12, divided by 365 days.
5. The Tenant have paid \$450.00 to the Landlord since the application was filed.
6. The rent arrears owing to December 31, 2025 are \$9,656.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. There is no last month's rent deposit.
9. The Tenant does not dispute the arrears owing.

Relief from Eviction

10. The Tenant testified that she is in a multimillion-dollar lawsuit since 2020 which has caused her mental and physical financial strain as she has prioritized payments to her lawyer. The Tenant has borrowed money from money mart to sustain her lawsuit. The Tenant submits that with the help of her family, she will be able to come up with a large sum of money to pay off some of the arrears within three weeks. The Tenant intends to start school in January and intends to apply for OSAP which would also allow her to pay off more of the arrears.
11. The Tenant further testified that due to her asthma, she does not work often, however, she has a retail employment which provides \$1,200.00 a month in income. Although her employment will slow down in January and February, she intends to pay the lawful rent and arrears as her son, the second named tenant, has started working and earns \$840.00 a week, gross. Her son's employment is contract based and she is unsure of when the contract will end.
12. The Tenant testified that she does not want to be homeless. She has been living in the unit since 2017 and therefore, requests a second chance to pay off the arrears. The Tenant requests a payment plan of \$200.00 a month plus the lawful rent in full and on time.
13. The Landlord is opposed. The Landlord's agent submits that a payment plan is not viable as four payment plans have been previously entered into and they have all been breached. The Tenants have failed to make a single rent payment in the last 2.5 years. In the last 12 months, only 3 payments have been made by the rent bank on behalf of the Tenants. The Landlord requests a standard order.
14. Based on the submissions made before me, on a balance of probabilities, I do not find this tenancy viable. Although the Tenant assures that she can pay the lawful rent and arrears, I do not find the Tenant credible. Aside from the rent bank payment issued to the Landlord, it was undisputed that the Tenants have not made payments towards rent in the last 30 months. The Tenant did not submit documentary evidence such as a letter of employment or pay-stubs for herself or her son to substantiate her submission that rent, and arrears can be paid. Additionally, the Tenant asserts that her family and OSAP will help her pay off the arrears owing, however, family members for the Tenants were not present to confirm the financial support and as of the date of the hearing, the Tenant had not made an application to OSAP. I find such income to be speculative.
15. Considering that that the Tenants have lived in the rental unit since 2017, I find that a short delay is reasonable to allow the Tenants the opportunity to find alternative accommodations. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until January 30, 2026 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$10,771.00 if the payment is made on or before January 30, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after January 30, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before January 30, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$9,462.72. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$30.54 per day for the use of the unit starting December 19, 2025 until the date the Tenants moves out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before January 30, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 31, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 30, 2026, then starting January 31, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after January 31, 2026.

January 9, 2026
Date Issued

Mayra Sawicki
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on July 31, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before January 30, 2026

Rent Owing To January 31, 2026	\$11,035.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$450.00
Total the Tenants must pay to continue the tenancy	\$10,771.00

B. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$9,726.72
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$450.00
Total amount owing to the Landlord	\$9,462.72
Plus daily compensation owing for each day of occupation starting December 19, 2025	\$30.54 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	