



Order under Section 69 Residential Tenancies Act, 2006

Citation: Oakview Heights v Jameelah, 2026 ONLTB 3531

Date: 2026-01-08

File Number: LTB-L-089848-25

In the matter of: 206, 2000 SHEPPARD AVE W
Toronto ON M3N1A2

Between: Oakview Heights Landlord

And

Jameelah Henry Tenant

Oakview Heights (the 'Landlord') applied for an order to terminate the tenancy and evict Jameelah Henry (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 15, 2025.

The Landlord's Representative, Samuel Korman, the Tenant's Representative, Hanson Sone, and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant 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 Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,505.36. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$49.49. This amount is calculated as follows: $\$1,505.36 \times 12$, divided by 365 days.
5. The Tenant has paid \$2,362.52 to the Landlord since the application was filed.
6. It was not disputed that the arrears owing to December 31, 2025 are \$2,836.45.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$55.06 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$30.16 is owing to the Tenant for the period from February 1, 2003 to December 15, 2025.

Relief from Eviction

10. The Tenant is seeking to preserve the tenancy. The Tenant testified that she had experienced some financial hardship during the past year due unforeseen circumstances which was the reason she has failed to pay the full rent in the last 6 months. She said she was not working and then experienced some mental illness. She said that she has been working part-time since March and also receives various government housing subsidies. She also said she has also been approved for other government grants to assist her with some of the arrears. The Tenant proposed a payment plan of 3 separate payments in December 2025, totaling \$2,583.00, and then \$100.00 a month, beginning in January 1, 2026, in addition to the monthly rent. She testified that she may have more money to give to the Landlord as a lump sum, but she knows \$100.00 is a set amount she can pay. The Tenant testified the total income is approximately \$1,400.00 per month and her expenses are approximately \$625.00 a month because her rent is paid directly from a government agency to the Landlord. She said she is in a better financial place now and does not want to lose her home, where she has lived for 22 years.
11. The Landlord's representative opposed the request for a payment plan and asked for a standard termination order with an extension to April 1, 2026.
12. Having considered the evidence of the parties, I was satisfied the Tenant's proposal was reasonable given the evidence on their finances and the assistance from various government agencies. Given the remedial purpose of the Act, I find it appropriate to grant the Tenant relief in all the circumstances.
13. While the Landlord may have experienced some financial hardship, the prejudice to the Landlord is lessened by the ongoing rent being paid and the lump sum payments to be paid in December from other sources. The tenancy is considered a long-term tenancy, and the Tenant should be given the opportunity to both preserve their housing and make the Landlord whole again. The Landlord is protected if there is any breach to the payment plan by filing their application within 30 days for an eviction order, without prior notice to the Tenant.
14. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The Tenant shall pay to the Landlord \$3,022.45, for arrears of rent up to December 31, 2025, and costs.

2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) On or before December 19, 2025, the amount of \$469.00;
 - b) On or before December 31, 2025, the amount of \$2,114.00 (\$1,614.00 and \$500.00 = \$2,114.00);
 - c) From January 1, 2026 to March 1, 2026, inclusive, the amount of \$100.00 each month; and,
 - d) On or before April 1, 2026, the amount of \$139.45.
3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period January 1, 2026 to April 1, 2026, or until the arrears are paid in full, whichever date is earliest.
4. 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 1 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 December 31, 2025.

January 8, 2026
Date Issued

Colette Myers
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.