



Order under Section 69 Residential Tenancies Act, 2006

Citation: Neighbours Community Homes v Henstridge, 2026 ONLTB 3686

Date: 2026-01-09

File Number: LTB-L-084949-25

In the matter of: 1219, 1011 Lansdowne Ave
Toronto ON M6H4G1

Between: Neighbours Community Homes Landlord

And

Blake Henstridge Tenant

Neighbours Community Homes (the 'Landlord') applied for an order to terminate the tenancy and evict Blake Henstridge (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 5, 2026.

The Landlord's agent, Darrell Patey, the Tenant, and the Tenant's support workers, Danielle Halliday and Shannon Mulraney, attended the hearing.

Determinations:

Preliminary Issue

1. The Landlord's application claimed that the Tenant's lawful rent was \$1,181.00. The Landlord's agent submitted that this was an administrative error and that the Tenant's lawful rent at the time of filing the application was \$582.00. The Landlord's agent submitted that the total arrears claimed on the application; however, were correct. The Tenant did not dispute the Landlord's agent's submissions.
2. The Landlord's application was amended to reflect the lawful rent of \$582.00 per month as of the date of filing.

L1 Application

3. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day the application was filed.
4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$599.00. It is due on the 1st day of each month.
6. The Tenant has paid \$1,763.00 to the Landlord since the application was filed.
7. The rent arrears owing to January 31, 2026, are \$5,518.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. Accordingly, the total amount the Tenant owes the Landlord is \$5,704.00.

Section 83 Considerations

10. The Tenant has a brain injury and mental health issues. The Tenant's income is from ODSP payments. The Tenant relies on his support workers to assist with management of his rent payments.
11. The Tenant's support workers testified that for a period of time ODSP was not supporting the Tenant with housing allowance and/or was not paying the Tenant's rent directly to the Landlord as requested by the Tenant's signed direct deposit form. The Tenant's support workers testified that ODSP mistakenly had the Tenant classified as unhoused when then affected the amount he would normally receive for housing payments. The Tenant's support workers sent numerous written requests to ODSP to try and rectify the Tenant's rent payment issues but there was no main case file worker assigned to the file, so it took some time finally get everything correctly organized. ODSP is now paying the Tenant's rent directly to the Landlord.
12. The Tenant's support workers stated that ODSP has allocated an additional \$125.00 per month to assist the Tenant with paying the arrears. The Tenant requested that the Board provide relief from eviction and grant a payment plan of this additional amount towards his arrears.
13. The Landlord is opposed to the Tenant's suggested payment plan. The Landlord's agent submitted that the Landlord would be agreeable to payment plan of up to 24 months only.

14. Considering the arrears amount the Tenant owes to the Landlord, the Tenant's proposed payment plan of \$125.00 per month would mean it would take the Tenant almost 4 years to pay off the arrears. I find this payment plan to be too onerous for both parties and too prejudicial to the Landlord.
15. However, ordering a payment plan that includes monthly arrears payments higher than \$125.00 per month sets the Tenant up to fail and puts his tenancy back at risk.
16. I find that a payment plan which would require the Tenant to pay \$125.00 per month towards the arrears for 23 months and then the remaining balance in the 24th month to be most appropriate. This considers the Landlord's consent to allow the Tenant 24 months to pay back the arrears and allows the Tenant and his support workers 23 months to seek additional funding from appropriate social agencies to pay off the remaining balance. In the interim, the Tenant would not be required to make monthly payments that exceed what the Tenant can manage.
17. Having considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I 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 \$5,704.00 for arrears of rent up to January 31, 2026, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - i. \$125.00 commencing on or before February 1, 2026, and continuing on or before the first of each consecutive month until December 2027 (23 months).
 - ii. \$2,829.00 on or before January 1, 2028.
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 of February 2026 to January 2028, 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 January 31, 2026.

January 9, 2026
Date Issued

Melissa Anjema
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.