



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-084358-25

In the matter of: 30, 1525 RITSON RD S
OSHAWA ON L1J3M3

Between: DURHAM REGIONAL LOCAL HOUSING CORPORATION Landlord

And

SHILOH THOMPSON Tenant

DURHAM REGIONAL LOCAL HOUSING CORPORATION (the 'Landlord') applied for an order to terminate the tenancy and evict SHILOH THOMPSON (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 17, 2025.

The Landlord's Legal Representative Lindsay Whitehouse 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). 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,338.00. It is due on the 1st day of each month.
4. The Tenant has paid \$666.00 to the Landlord since the application was filed.
5. The rent arrears owing to December 31, 2025 are \$4,464.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. Accordingly, the total amount the Tenant owes the Landlord is \$4,650.

8. 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.
9. At the hearing the Landlord sought a payment plan of \$500.00 per month and the Tenant a payment plan of \$300.00 per month.
10. The Tenant testified to a total monthly income of \$2,500.00 against expenses of approximately \$1549.99 exclusive of rent. The Tenant testified that she would feel safer with a \$300.00 per month payment plan than one for \$500.00 as she would be more likely to be able to comply with it. The Tenant also requested that the payments occur on the 25th day of each month. Tenant has been in and out of active addiction and is trying to obtain an ADHD diagnosis for her son and wants to ensure she does not overextend herself with a payment plan.
11. Given that both parties are seeking a payment plan, and in consideration of the Tenant's circumstances I am satisfied that a payment plan is appropriate.
12. I am satisfied that a \$400.00 per month payment plan is appropriate. This represents a payment plan of 12 months, which minimises prejudice to the Landlord, while still minimising the amount paid by the Tenant each month to ensure she is better able to make the payments and maintain the tenancy, and I find this is the appropriate balance to reduce prejudice to both the parties.

It is ordered that:

1. The Tenant shall pay to the Landlord \$4,650 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:

Payment Due Date	Amount of Payment
On or before January 26, 2026 – November 25, 2026	\$400.00 each month
On or before December 25, 2026	\$250.00

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 February 1, 2026, To December 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, 2026.

January 15, 2026

Date Issued

Reid Jackson

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.