



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

File Number: LTB-L-086920-25

In the matter of: 2-1, 1668 WOODROFFE AVE
NEPEAN ON K2G1W4

Between: REII Woodroffe Place GP Inc. Landlord

And

Collins J Ngumba Tenant

REII Woodroffe Place GP Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Collins J Ngumba (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 legal representative, Sara Murtadha 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 \$1,200.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$39.45. This amount is calculated as follows: \$1,200.00 x 12, divided by 365 days.
5. The Tenant has paid \$600.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$9,750.00.
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 \$1,200.00 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 \$18.30 is owing to the Tenant for the period from April 16, 2025 to January 5, 2026.

Relief from eviction

10. At the hearing the Landlord's legal representative requested an extended standard eviction order to January 31, 2026.
11. The Tenant testified that he lost his job in May 2025 which lead to the arrears, however is not currently in training for his new job as an IT technician where his monthly income and assistance from his parents will provide him a monthly income of \$2,600.00. He also testified that his monthly expenses are \$1,455.00, which include the monthly rent, groceries, cell phone, tenant insurance and transportation.
12. The Tenant proposed a payment plan of \$3,800.00 to be paid to the Landlord on or before January 20, 2026 and then \$600.00 per month in addition to the monthly rent, which will be paid on or before the 15th day of each month until the arrears are paid in full.
13. Based on the evidence before me, I accept the Tenant's testimony that he lost his employment in May 2025, which resulted in the rent arrears. The Tenant testified that he is currently in training for new employment as an IT technician and expects to earn a combined monthly income of \$2,600.00 from employment and parental assistance. Although the Tenant did not provide written confirmation of his new employment, I found his testimony to be detailed, consistent, and credible. The Tenant also testified that his monthly expenses total \$1,455.00, including rent and other necessary living costs, which appear reasonable.
14. I find that the Tenant has demonstrated a realistic ability to maintain ongoing rent payments and make meaningful payments toward the arrears. The Tenant's proposed payment plan of \$3,800.00 payable on or before January 20, 2026, followed by payments of \$600.00 per month in addition to the monthly rent, payable on or before the 15th day of each month until the arrears are paid in full, is reasonable in the circumstances. Balancing the interests of both parties, I find it appropriate to grant relief by ordering the payment plan as proposed, as the Landlord will have legal recourse should the Tenant fail to comply with the terms of the repayment plan.
15. 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 **\$9,936.00** 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:
 - a) \$3,800.00 on or before January 20, 2026: and
 - b) \$600.00 each month from **February 20, 2026, to October 20, 2026**, on or before the 20th day of each corresponding month; and
 - c) \$736.00 on or before November 20, 2026
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 November 30, 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 **January 31, 2026**.

January 16, 2026
Date Issued

Christina Philp
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.