



## **Order under Section 78(6) Residential Tenancies Act, 2006**

**File Number:** LTB-L-004016-26

**In the matter of:** 306, 633 UPPER JAMES ST  
HAMILTON ON L9C2Y9

**Between:** The Effort Trust Company Landlord

**And**

Nsimba (Natalie) Tamga Batetana Tenant

On January 14, 2026, The Effort Trust Company (the 'Landlord') applied for an order to terminate the tenancy and evict Nsimba (Natalie) Tamga Batetana (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant did not meet a condition specified in the order issued by the LTB on June 18, 2025 with respect to application LTB-L-020725-25.

This application was decided without a hearing being held.

### **Determinations:**

1. The order provides that the Landlord can apply to the LTB under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant does not meet certain condition(s) in the order. This application was filed within 30 days of the alleged breach.
2. The Landlord claims in the Declaration that the Tenant breached the prior order LTB-L-020725-25 because the Tenant failed to pay \$153.65 towards the arrears on or before December 20, 2025.
3. In LTB-L-020725-25, the Tenant is required to make monthly payments towards the arrears totaling \$1,382.95 in the amount of \$153.65 on July 20, 2025, and continuing monthly up to and including February 20, 2026 with a final arrears payment of \$153.75 on or before March 20, 2026. In LTB-L-020725-25, the Tenant is also required to pay to the Landlord in full, the new monthly rent that becomes due on the 1st day of each month from July 1, 2025 and continuing monthly for the duration of the repayment period or until the arrears are paid in full, whichever date is earliest.
4. In the L4 application filed by the Landlord, the Landlord notes the Tenant has paid \$1,082.05 towards the arrears since the issuance of LTB-L-020725-25 as follows:
  - \$272.05 on July 1, 2025;
  - \$170.00 on August 1, 2025;
  - \$160.00 on September 1, 2025;

- \$160.00 on September 20, 205;
  - \$160.00 on November 1, 2025; and
  - \$160.00 on November 22, 2025.
5. According to the payment schedule set out within LTB-L-020725-25, the Tenant was required to pay \$921.90 from July 20, 2025 - December 20, 2025 inclusive (\$153.65 x 6 months).
6. Subsection 78(6) of the Act stipulates the following:
- (6) If the Board finds that the landlord is entitled to an order under subsection (1), the Board **may [emphasis mine]** make an order terminating the tenancy and evicting the tenant.
7. I am exercising my authority under subsection 78(6) of the Act and I am denying the Landlord's request for termination of the tenancy. According to the L4 application, the Tenant has paid \$160.15 more than what is required to be paid towards the arrears up to and including December 20, 2025. Therefore, I do not find the Tenant has breached LTB-L-020725-25.

**It is ordered that:**

1. The Landlord's application is dismissed.
2. Order LTB-L-020725-25 remains in full force and effect.

**January 16, 2026**  
**Date Issued**

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Kimberly Parish  
Vice Chair, 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.