



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

**File Number:** LTB-L-095887-25

**In the matter of:** 716, 200 MISSINNIHE WAY  
MISSISSAUGA ON L5H 0B1

**Between:** Peel Housing Corp O/A Peel Living Landlord

**and**

Nicolette Newell Tenant

Peel Housing Corp O/A Peel Living (the 'Landlord') applied for an order to terminate the tenancy and evict Nicolette Newell (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 21, 2026. The Landlord's agent, Kenisha Wilks, 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 \$1,843.00. It is due on the 1st day of each month.
4. The Tenant has paid \$200.00 to the Landlord since the application was filed.
5. The rent arrears owing to January 31, 2026, are \$7,858.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs. The total amount the Tenant owes the Landlord is \$8,044.00. The Tenant did not dispute the outstanding arrears.

*Relief from Eviction*

7. 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.

8. The Tenant testified that she is currently receiving counseling for depression and anxiety. The Tenant requested a payment plan. She testified that she is doing her best and that she is the sole income earner in the household, which includes her 14-year-old son and her mother who is diabetic. The Tenant further testified that her son's father is incarcerated, she works two jobs and earns \$5,000.00 per month and her monthly expenses are \$4,000.00. She indicated that she expects to have approximately \$1,000.00 available each month, and possibly more, after receiving assistance with groceries from her pastor.
9. The Landlord sought an eviction order for termination and eviction with 11 days for the Tenant to pay off all outstanding amounts and void the order. The Landlord objected to a payment plan. It is the Landlord's position that the tenancy is not viable, and that further delay would cause financial prejudice to the Landlord.
10. While the Landlord objected to a payment plan and submits that the tenancy is no longer viable, I find that it would not be unfair to grant relief from eviction. Although the Tenant did not file any documentary evidence regarding her monthly income and expenses, I found her testimony to be credible. I am satisfied that the Tenant is able to make payments towards the arrears while continuing to pay the ongoing rent. The payment plan also provides the Landlord with a clear schedule for repayment and an enforcement order in the event of a default. Having considered all the circumstances, I find that relief from eviction is appropriate in the circumstance.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$8,044.00 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:

| DATE PAYMENT DUE                                                                         | AMOUNT              |
|------------------------------------------------------------------------------------------|---------------------|
| On the 15 <sup>th</sup> of each month commencing February 15, 2026, to December 15, 2026 | \$700.00 each month |
| January 15, 2027                                                                         | \$344.00            |

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 January 31, 2027, 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 Board 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 29, 2026**

**Date Issued**

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**Adeela Alvez**

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.