



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

File Number: LTB-L-090665-25

In the matter of: 41, 94 CONCESSION ST E
BOWMANVILLE ON L1C4V2

Between: DURHAM REGION NON-PROFIT HOUSING CORPORATION Landlord

And

CORRIE-ANN HARRINGTON Tenant

DURHAM REGION NON-PROFIT HOUSING CORPORATION (the 'Landlord') applied for an order to terminate the tenancy and evict CORRIE-ANN HARRINGTON (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 14, 2026.

The Landlord's Agent, Arlene Herscheid, the Tenant, and the Tenant's Support from John Howard, Narome Robinson, 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 \$1,276.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$41.95. This amount is calculated as follows: \$1,276.00 x 12, divided by 365 days.
5. The Tenant has paid \$327.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$5,835.00. The Tenant did not dispute the amount of the arrears.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. There is no last month's rent deposit.

Section 83 Considerations:

9. The Tenant testified the rental unit was a rent-geared to income (RGI) rental unit with rent at \$109.00 per month. She has lived in the rental unit for 21 years. In spring 2025, she was notified she was going to need to transition from her current 3-bedroom unit to a 1-bedroom unit because her daughters are adults and no longer live with her. The Tenant testified she had no problem with this transition and had been speaking to the property manager, however she suffered a significant mental health breakdown due to stopping her medication in approximately May 2025, and she was not able to respond to the transition request at the time. The Tenant testified she was hospitalized at one point as well for her mental health. The Tenant's lack of response was deemed a denial of the transition request.
10. The Tenant testified she is back on all of her medications, and she is working with the John Howard Society to appeal the decision have her unit once again be a RGI unit. The Tenant further testified that she has 4 severe disorders that would impact her ability to move, that she has no family that can assist her as she was a Crown ward and her daughters cannot assist.
11. The Tenant testified that her income from the Ontario Disability Support Program (ODSP) is \$1,650.00 per month and her utilities are paid by ODSP as well on top of this amount. The Tenant proposed a repayment plan of \$250.00 per month for 24 months.
12. The Landlord opposed the payment plan and sought a standard 11-day eviction order. The Landlord stated they do not have confidence the Tenant will follow the repayment plan as they have been the subject of 5 L1 applications since 2015.
13. 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.
14. I accept the Tenant's evidence regarding her income and expenses, and I am satisfied that the tenancy is viable. In addition, the Tenant has lived in this unit for 21 years and I accept the Tenant's evidence that she has mental health issues that would be impacted by an eviction. In these circumstances, I am satisfied that it would not be unfair to deny eviction subject to a payment plan that would repay the arrears within 24 months. If the Tenant does not pay the arrears back according to the plan, the Landlord can bring an application to evict under section 78.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay to the Landlord \$6,021.00 for arrears of rent up to January 31, 2026, inclusive of the filing fee.

3. The Tenant shall pay to the Landlord the amount in paragraph 2 of this order in accordance with the following schedule:
 - a. Starting February 2026 and ending December 2027, the Tenant shall pay to the Landlord \$250.00 per month on or before the last day of the month;
 - b. On or before January 31, 2028, the Tenant shall pay to the Landlord the remaining balance of \$271.00.
4. Commencing February 1, 2026 and continuing until January 1, 2028, or until the arrears are paid in full, whichever date is earliest, the Tenant shall pay to the Landlord the lawful monthly rent in full and on or before the first day of the month.
5. If the Tenant fails to comply with any of the conditions set out in paragraphs 3 and 4 of this order, the Landlord may apply under section 78 of the Residential Tenancies Act, 2006 (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. The Landlord must make the application within 30 days of the breach of a condition. This application is made to the LTB without notice to the Tenant.

January 28, 2026
Date Issued

Allana McComb
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.