



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

Citation: IMH POOL XX LP v -Addo, 2026 ONLTB 10635

Date: 2026-02-05

File Number: LTB-L-109098-25

In the matter of: 0140, 7280 DARCEL AVE
MISSISSAUGA ON L4T3T7

Between: IMH POOL XX LP Landlord

And

Margaret Wie -Addo Tenants
Peace Abutiate

IMH POOL XX LP (the 'Landlord') applied for an order to terminate the tenancy and evict Margaret Wie -Addo and Peace Abutiate (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Tenants failed to meet a condition specified in the mediated settlement signed by the parties on July 23, 2025 with respect to application LTB-L-033796-25.

A hearing was held by videoconference on January 28, 2026 to consider this application.

The Landlord's legal representative, P. Thomas, and the Tenants attended the hearing.

Determinations:

1. The mediated settlement provides that the Landlord can apply to the LTB under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenants to terminate the tenancy and evict the Tenants if the Tenants do not meet certain conditions in the mediated settlement.

The breach

2. It was undisputed, that the Tenants did not meet the following condition specified in the mediated settlement:

The Tenant failed to pay \$500.00 for arrears of rent on or before December 15, 2025.

3. The application was filed within 30 days of the breach.

4. It was undisputed that the Tenants have continued to breach the mediated agreement as follows:
 - a) December 2025 rent was paid on December 9, 2025;
 - b) January 2026 rent was paid on January 7, 2026;
 - c) Arrears of \$500.00 for December 2025 were paid on January 2, 2026; and
 - d) Arrears of \$500.00 for January 2026 were paid on January 16, 2026.
5. It was undisputed that the total arrears owing to January 31, 2026, are \$3,798.83, inclusive of the application filing fee.
6. The Tenant, Peace Abutiate, testified that they were unable to make rent payment for December 2025 because her father passed away in November 2025 resulting in having to send money back home to cover funeral expenses. January 2026 payments were late because work is slow which affects her ability to make the payments on time.
7. The Tenant testified that she is a small business owner as a hair stylist and makes an average of \$2,000.00 a month, however, her income fluctuates based on demand. The Tenants monthly expenses total \$3,324.37 inclusive of rent. The Tenant asserts that she can continue paying the lawful rent and arrears on time because her income fluctuates and because friends and family are able to help.
8. The Landlord's representative submits that the Tenants have breached the mediated agreement since it was issued. The rent and the arrears are continuously being paid late. The Landlord requests termination of the tenancy.

Relief from eviction

9. 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.
10. It is evident that the Tenants have breached the mediated agreement by paying the rent and arrears late. However, it does not go unnoticed that in spite of the Tenants financial limitations, the Tenants have made all of the payments with the exception of December 2025 rent. The Tenant testified that the December rent payment was not made as a result of her father's passing, requiring her to send money back home to cover funeral expenses. The Tenant's testimony was clear and direct, I accept it.
11. The Tenant asserts that they are able to continue paying the arrears and lawful rent owing as ordered in the mediated agreement. On a balance of probabilities, I find that the Tenants are capable of continuing with the proposed plan.
12. The Tenants have been making good faith payments to the Landlord, albite late, the arrears have substantially reduced. In these circumstances, I find it would not be unfair to grant relief from eviction. Any potential prejudice to the Landlord is mitigated by the inclusion of a section 78 clause which permits the Landlord to seek eviction in the event of any further breach of the payment terms.

It is ordered that:

1. The Tenants shall pay to the Landlord \$3,798.83 for arrears of rent up to January 31, 2026 and costs.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) \$500.00 on the 15th day of each month, commencing February 15, 2026 up to and including August 15, 2026.
 - b) \$298.83 on or before September 15, 2026.
3. The Tenants shall also pay February 2026 rent, on or before February 15, 2026.
4. The Tenants shall also pay to the Landlord new rent that becomes due and owing on the 1st day of each month for the period March 1, 2026 to September 1, 2026, or until the arrears are paid in full, whichever date is earliest.
5. If the Tenants fail 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 Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after January 31, 2026.

February 5, 2026
Date Issued

Mayra Sawicki
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.