



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

File Number: LTB-L-097617-25

In the matter of: B06, 1164 OUELLETTE AVE
WINDSOR ON N9A1C9

Between: Hood Property Management Landlord

And

Lual Nyaluak Tenants
Grun Nyaluak

Hood Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Lual Nyaluak and Grun Nyaluak (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 29, 2026.

The Landlord's representative, Justin Brodie Timms-Fryer, and one of the Tenants, Lual Nyaluak, attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,123.10. It is due on the 1st day of each month.
4. The Tenants have paid \$2,384.00 to the Landlord since the application was filed.
5. The parties agreed the rent arrears owing to January 31, 2026 are \$3,864.10.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
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. The Landlord was agreeable to a 12 month conditional order, with a section 78 clause.

It is ordered that:

1. The Tenants shall pay to the Landlord \$4,050.10 for arrears of rent up to January 31, 2026, inclusive of the filing fee.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) \$350.00 by February 15, 2026;
 - b) \$350.00 by March 15, 2026;
 - c) \$350.00 by April 15, 2026;
 - d) \$350.00 by May 15, 2026;
 - e) \$350.00 by June 15, 2026;
 - f) \$350.00 by July 15, 2026;
 - g) \$350.00 by August 15, 2026;
 - h) \$350.00 by September 15, 2026;
 - i) \$350.00 by October 15, 2026;
 - j) \$350.00 by November 15, 2026;
 - k) \$350.00 by December 15, 2026; and
 - l) \$200.10 by January 15, 2027.
3. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period March 1, 2026 to January 31, 2027, or until the arrears are paid in full, whichever date is earliest.
4. The Tenants shall also pay February 2026 rent by February 15, 2026. I have provided the Tenants more time to pay February 2026 rent because my order is being issued on February 5, 2026 and this will ensure the Tenants have a copy of my order prior to the payment deadline.
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

Vishal Nanda
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.