



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

File Number: LTB-L-096465-25

In the matter of: 10, 16 RUSSELL ST
KINGSTON ON K7K2E4

Between: Sisopha Say Landlord

And

Nicole Doucette Tenant

Sisopha Say (the 'Landlord') applied for an order to terminate the tenancy and evict Nicole Doucette (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 26, 2026.

The Landlord 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 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 \$1,050.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$34.52. This amount is calculated as follows: \$1,050.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,100.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$2,100.00. 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 that she recently filed her taxes for the last 7 years and she is expecting to get a return that will go towards her arrears. In the alternative, the Tenant proposed a payment plan of \$200.00 per month for 12 months. The Tenant testified that she receives the Canada-Ontario Housing Benefit to pay for her rent, and she receives \$700.00 per month from Ontario Works. The Tenant testified her son lives with her and he receives \$450.00 per month from Ontario Works and he pays for groceries.
10. The Tenant testified that she and her son would be homeless if evicted, and her son has mental health issues. The Tenant testified it would be difficult to find alternative accommodations, and she would need a couple of months.
11. The Landlord opposed the payment plan and sought a standard 11-day eviction. The Landlord testified that the Tenant often pays her rent late and her son smokes in the hallways. The Tenant testified that the Landlord had never told her about complaints relating to her son smoking in the hallway. The Landlord did not provide any evidence on how the payment plan would prejudice her, only that she wanted the Tenant and her son to move out.
12. 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. I accept the Tenant's evidence that she can pay \$200.00 per month, and I am satisfied that the tenancy is viable. As a result, it would not be unfair to deny eviction subject to a payment plan. If the Tenant does not pay the arrears back according to the plan, the Landlord can bring an application to evict him 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 \$2,286.00 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 2026, the Tenant shall pay to the Landlord \$200.00 per month on or before the last day of the month;
 - b. On or before the last day of January 2027, the Tenant shall pay to the Landlord the remaining balance of \$86.00.
2. Commencing March 1, 2026 and continuing until January 1, 2027, or until the arrears are paid in full, whichever date is earliest, the Tenant shall pay to the Landlord the lawful monthly rent on or before the first day of the month.

3. 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.

February 11, 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.