



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

**File Number:** LTB-L-103042-25

**In the matter of:** 250, 744 BRUCE AVE  
SUDBURY ON P3C5H5

**Between:** Greater Sudbury Housing Corporation Landlord

**And**

Nancy Mlawi Bomani Tenant  
Frank Bomani

Greater Sudbury Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Nancy Mlawi Bomani and Frank Bomani (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 12, 2026.

The Landlord's agent Melissa Chicoine and the Tenants 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 Tenants are still in possession of the rental unit.
3. The lawful rent is \$1,531.00. It is due on the 1st day of each month.
4. The Tenant has paid \$350.00 to the Landlord since the application was filed.
5. The rent arrears and filing fee owing to February 28, 2026 are \$8,638.00. This amount was not in dispute.
6. The Landlord was agreeable to a payment plan, however they sought \$400.00 per month towards the arrears in addition to the monthly rent on time and in full. The Tenants were also agreeable to a payment plan, however they stated they could only afford \$200.00 per month towards the arrears.

7. The Tenants are currently in school and are hoping to come into more funds once they begin working.
8. 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.
9. Based on the submissions of the parties, I find that \$300.00 per month towards the arrears, as well as the monthly rent on time and in full, is appropriate. I make this finding as the parties agreed to a payment plan, and the only dispute is the quantum of the payment. Given the Tenants' position on repayment and ability to re-pay, I find \$300.00 to be a fair amount per month.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$8,638.00 for arrears of rent up to February 28, 2026 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
  - Beginning March 1, 2026, and on the first of every month up to (and including) June 1, 2028, the amount of \$300.00; and
  - \$238.00 on or before July 1, 2028.
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 March 2026 to July 2028, 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 LTB 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 February 28, 2026.

**February 18, 2026**  
**Date Issued**

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**Brett Lockwood**  
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.