



Order under Section 69 Residential Tenancies Act, 2006

Citation: Wonderland Towers v Conyer, 2026 ONLTB 16293

Date: 2026-02-20

File Number: LTB-L-095679-25

In the matter of: 609, 875 WONDERLAND RD S
LONDON ON N6K3N1

Between: Wonderland Towers

Landlord

And

Linda Conyer

Tenant

Wonderland Towers (the 'Landlord') applied for an order to terminate the tenancy and evict Linda Conyer and Adam Dunn (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The parties agree that Adam Dunn is not a Tenant, so the application is amended to exclude him as a named Tenant.

This application was heard by videoconference on January 27, 2026.

The Landlord's legal representative, N. Ruby and the Tenant attended the hearing. The Tenant's son, D. Waram, also 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 Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,396.28. It is due on the 1st day of each month.
4. The Tenant has paid \$4,235.00 to the Landlord since the application was filed.
5. The rent arrears owing to January 31, 2026 are \$7,177.90.

6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. Accordingly, the total amount the Tenant owes the Landlord is \$7,363.90 to January 31, 2026. The total amount owed to February 28, 2026 is \$8,760.18.
8. The Landlord seeks a standard termination order. The Landlord's legal representative, said that the parties had consented to a payment plan, but the Tenant breached it in November 2025.
9. The Tenant seeks a payment plan.
10. The Tenant said that she is retired, with an income of between \$2,700.00-3,000.00 per month. She said that she lives with her son, Daniel Waram (DW), and he pays the full rent.
11. DW said that he works for a janitorial company, and he was working 32 hours per week, but his hours are increasing to 40 hours per week at the beginning of February 2026. He said that his income is about \$915.00 bi-weekly after tax. He said that the only other major expense is child support of \$400.00 per month. DW proposes that he and the Tenant pay \$920.00 per month in addition to the monthly rent to pay off the arrears.
12. DW said that the Tenant and he have rarely paid the rent in full on the first, but he sometimes pays more than the rent because he pays whatever he can to the Landlord as soon as he gets paid. He said that his mother receives her income at the end of the month, and they will try and use her monthly income at the end of the month to pay the rent in full by the first of the next month. He proposes to pay the \$920.00 towards the arrears on or around the 26th day of the month.
13. DW said that he and the Tenant want to remain in the rental unit. He said it is convenient for his work, and he receives treatment for his autism and ADHD at a hospital nearby. He said that he has other mental health issues for which he has to take medication. DW said that, because of his various issues, he reacts more strongly than most people to change. He said that the rental unit has been his, and his mother's home, and it is also where his son has visited him for the last 15 years.
14. Although the Tenant has substantial arrears, she and her son have paid more than the rent that was due since they received their N4 notice of termination. Because of DW's various issues he has not been able to organize and manage his finances as well as is possible, but he has realized the necessity of paying the rent on time, and also realized how he can better organize the income both he and his mother receive in order to ensure that the rent is paid on time and in full. The combined income of DW and the Tenant should be sufficient to ensure that the rent is paid in full and on time going forward, especially if DW's income increases because of increased hours of work.

15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and I 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. In particular, I find that if the Tenant and DW are better able to plan their finances, and DW's hours of work increase, they should be able to comply with their proposed payment plan. They have lived in the rental unit for a long time, and I find that it is not unfair to give them another opportunity to preserve the tenancy.

It is ordered that:

1. The Tenant shall pay to the Landlord \$8,760.18 for arrears of rent, as well as the Landlord's filing costs, up to February 28, 2026.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - (a) \$920.00, commencing February 2026, and continuing each month for nine months, up to and including October 2026, with that same amount due on or before the 26th day of each of those months, respectively,
 - (b) The balance of \$480.18 on or before November 26, 2026.
3. The Tenant shall also pay to the Landlord new rent on time, and in full, no later than the first day of each month, as it comes due and owing for the period commencing March 2026 up until November 2026, 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 20, 2026
Date Issued

Nancy Morris
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.