



Order under Section 69 Residential Tenancies Act, 2006

Citation: PEEL HOUSING CORP A/S PEEL LIVING v Sosanya, 2026 ONLTB 16444

Date: 2026-02-23

File Number: LTB-L-104791-25

In the matter of: A209, 7340 GOREWAY DR
MISSISSAUGA ON L4T4H2

Between: PEEL HOUSING CORP A/S PEEL LIVING Landlord

And

Bowale Sosanya Tenant

PEEL HOUSING CORP A/S PEEL LIVING (the 'Landlord') applied for an order to terminate the tenancy and evict Bowale Sosanya (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 18, 2026.

The Landlord's agent Kenisha Wilks 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). 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 \$1,509.00. It is due on the 1st day of each month.
4. The Tenant has paid \$5,500.00 to the Landlord since the application was filed.
5. The rent arrears owing to February 28, 2026 are \$1,885.00.
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 \$2,071.00.

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. The Tenant lives in the rental unit with her four children ages 19,15,13 and 10. She works full time as a PSW but does not always receive full hours.
10. Based on the information provided by the Tenant of her income and expenses I find that she has sufficient income to afford the monthly rent. There are some discretionary expenses which could be reduced, including prioritizing sending money to family overseas. The Tenant does not dispute that she sometimes prioritized these other expenses. She acknowledges she must reduce her expenses and is willing to do so.
11. Of concern is the significant amount the Tenant owes to the CRA. It is unclear if the Tenant has arranged a payment plan with the CRA. Without this evidence, I cannot draw the conclusion the Tenant will be required to pay it all at once. Nor can I conclude the CRA debt will have a meaningful impact on the Tenant's ability to pay the monthly rent minimal.
12. The Tenant proposes a payment plan in the amount of \$500.00 a month extra until the arrears are paid in full. While this is admirable, it is unrealistic.
13. The Landlord provided evidence that the Tenant made significant payments prior to the hearing and reduced her arrears to a manageable size. The Landlord seeks a standard order of eviction because the Tenant's spending habits and earning issues have not changed which is prejudicial to the Landlord. I disagree. The Tenant has sufficient funds to pay the rent. Her history proves she is capable. Arrears have only been an issue since August of 2025 despite that the Tenant has lived in the rental unit since 2010.
14. Eviction is a remedy of last resort, and there is no clear indication to me that the tenancy is not viable with a reasonable payment plan. Any prejudice to the Landlord is satisfied by the ability to file a s78 application for eviction. The pressure of being evicted on a without notice basis may induce the Tenant to modify her spending habits.

It is ordered that:

1. The Tenant shall pay to the Landlord \$2,071.00 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:
 - \$175.00 on or before the 20th day of each month beginning March 20, 2026 to and including January 20, 2027.

- \$146.00 on or before February 20, 2027.
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 1, 2026 to an including February 1, 2027, 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 23, 2026
Date Issued

Julie Broderick
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.