



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

File Number: LTB-L-102461-25

In the matter of: 102, 675 MARTIN GROVE RD
ETOBICOKE ON M9R3T5

Between: HI LO Investments Landlord

And

Jennifer Kotoka Tenant

HI LO Investments (the 'Landlord') applied for an order to terminate the tenancy and evict Jennifer Kotoka (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 Representative, Sharon Harris 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 \$1,819.16. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$59.81. This amount is calculated as follows: \$1,819.16 x 12, divided by 365 days.
5. The Tenant has paid \$3,247.21 to the Landlord since the application was filed.
6. The parties agree that the rent arrears owing to February 28, 2026, are \$2,804.61.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,740.12 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.

9. Interest on the rent deposit, in the amount of \$4.91 is owing to the Tenant for the period from January 1, 2026, to February 18, 2026.
10. 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.
11. The Tenant testified that she fell behind on rent due to a surgery of her child who suffers from muscular dystrophy. The Tenant has three children and is a single mother. The Tenant is also a full-time student with limited means. The Tenant's father who is on disability, also lives with her since her mother passed away. The Tenant requests the Board to grant her a payment plan to preserve her tenancy since she has lived in the unit since 2015, and her children have only known this unit as home. The Tenant relies on her child tax benefit, some money from her children's father and help from family for income. The Tenant testified that she would need at least six months to move out because of her children.
12. The Landlord opposes the payment plan since the Tenant's income is uncertain and she may not be able to sustain the payment plan.
13. Based on the submissions, I am granting the Tenant a payment plan. The Tenant has lived at the rental unit for more than a decade and her personal circumstances warrant a payment plan. I am mindful that the Tenant's income is variable, but she is very confident that she would be able to manage with the help of her family and children's father. I would like to give the Tenant a chance to preserve her long-standing tenancy.

It is ordered that:

1. The Tenant shall pay to the Landlord \$2,990.61 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:

Date of Payment	Payment Amount
a) On or before March 20, 2026	\$332.29
b) On or before April 20, 2026	\$332.29
c) On or before May 20, 2026	\$332.29
d) On or before June 20, 2026	\$332.29
e) On or before July 20, 2026	\$332.29
f) On or before August 20, 2026	\$332.29
g) On or before September 20, 2026	\$332.29
h) On or before October 20, 2026	\$332.29
i) On or before November 20, 2026	\$332.29

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 November 1, 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 23, 2026

Date Issued

Sheena Brar

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.