



Order under Section 69 Residential Tenancies Act, 2006

Citation: Operating Engineers Local 793 Non-Profit Housing v Ellis, 2026 ONLTB 18200

Date: 2026-03-03

File Number: LTB-L-104074-25

In the matter of: 1001, 2020 DON MILLS RD
NORTH YORK ON M3A3R6

Between: Operating Engineers Local 793 Non-Profit Housing Landlord

And

Aisha Ellis Tenant

Operating Engineers Local 793 Non-Profit Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Aisha Ellis (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 19, 2026.

The Landlord's Legal Representative Nicole Ruby, the Tenant and the Tenant's support person Ifeanyichykwu Anih 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 \$1,510.00. It is due on the 1st day of each month.
4. The Tenant has paid \$4,025.00 to the Landlord since the application was filed.
5. The rent arrears owing to February 28, 2026 are \$3,240.00.
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 \$3,426.00.
8. The parties agree that the Tenant made an additional payment to the Landlord in the amount of \$1,000.00 prior to the hearing. However, that payment has not yet been processed. As such it has not been deducted from the arrears owing, but has been contemplated in the repayment schedule.
9. 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.
10. The Tenant has resided in the rental unit with her two children ages 22 and 17 for the past eleven years. She does not dispute the arrears owing and seeks an opportunity to maintain the tenancy and repay the arrears owing through a payment plan.
11. The Tenant indicates she made a payment of \$1,000.00 to the Landlord earlier today towards arrears and wishes to pay the balance of \$2,426.00 over a period of eight months in the amount of \$303.25 on the 21st day of each month commencing on March 21, 2026. In addition to paying new rent in full and on time as it comes due during that period.
12. The Landlord seeks a more aggressive repayment of the arrears in the amount of \$606.50 which would see the arrears paid off in four months.
13. Based on the Tenants testimony regarding her current income and expenses I am satisfied that her suggested payment plan would be appropriate in the circumstances. To require the Tenant to pay more each month towards arrears would stretch the Tenant's finances too thin and would set the Tenant up for potential failure.

It is ordered that:

1. The Tenant shall pay to the Landlord \$3,426.00 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:

Payment Date	Payment Amount
On or before March 21, 2026	\$1,000.00 (unless the agreed upon payment made on February 28, 2026 prior to the hearing in the amount of \$1,000.00 has cleared)
On or before March 21, 2026	\$303.25

On or before April 21, 2026	\$303.25
On or before May 21, 2026	\$303.25
On or before June 21, 2026	\$303.25
On or before July 21, 2026	\$303.25
On or before August 21, 2026	\$303.25
On or before September 21, 2026	\$303.25
On or before October 21, 2026	\$303.25
TOTAL	\$3,426.00

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 October 21, 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.

March 3, 2026**Date Issued**_____
Sean Ramage

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.