



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Ngoy v Bolis, 2026 ONLTB 4134

Date: 2026-03-02

File Number: LTB-L-086425-25-RV

In the matter of: 52, 5650 WINSTON CHURCHILL BLVD
MISSISSAUGA ON L5M0L8

Between: Tino Ngoy Landlord

And

Hani Bolis Tenants
Melad Fektor

Review Order

Tino Ngoy (the 'Landlord') applied for an order to terminate the tenancy and evict Hani Bolis and Melad Fektor (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was resolved by order LTB-L-086425-25 issued on January 14, 2026.

On February 5, 2026, the Tenants requested a review of the order.

The review was heard by videoconference on February 19, 2026.

The Landlord and Hani Bolis (the 'Tenant') attended the hearing.

Determinations:

1. In response to the Tenant's proposed payment plan at the original hearing, the order states:

The problem here is that the requirement to pay the rent on time is contractual obligation found in the lease agreement. The Landlord should not have to come to the Board to enforce this requirement under the lease.

2. This statement appears to negate the possibility of a payment plan contrary to the Board's obligation to consider same under section 83.
3. The order further states with respect to the payment plan:

I also note that the Tenant stated he could pay \$5,000.00 for the Landlord in two weeks, and I don't find it reasonable that the Tenant should request to pay this on the condition of a repayment plan, as the Tenant has an obligation to pay rent in accordance with the tenancy agreement.

4. Again, this statement appears to negate the possibility of a payment plan. It also appears to misapprehend the Tenant's payment plan proposal. The \$5,000.00 proffered was part of the Tenant's payment plan proposal, not some condition to obtain a payment plan.
5. For the above-noted reasons, I found the order contained a serious error with respect to consideration of the Tenant's request for relief from eviction.
6. In addition, the amount ordered appears to be incorrect. The Landlord's evidence shows that the arrears owing to January 31, 2026 at the time of the original hearing were \$17,403.00, not \$21,003.00 as stated in the order.
7. As a result, I cancelled the order and reheard the Landlord's application.
8. Although the Tenant disagreed with the amount of arrears claimed, I was not satisfied that the Tenant provided sufficient evidence to contest the amount of arrears claimed by the Landlord. I accept that the arrears and costs owing to February 28, 2026 are \$10,589.00.
9. For the reasons set out below, and having considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, I find that it would not be unfair to grant relief from eviction as set out below.
10. The Tenant testified with respect to their income and expenses and it would appear that the Tenant has sufficient income to pay the rent and to pay off the arrears within a reasonable time. This appears to be supported by the fact of the Tenant has been paying the rent in full and on time since December 2025 and has significantly reduced the arrears since the original hearing.
11. The Tenant also testified with respect to the impact eviction would have on himself and his family, which includes a six-year-old child, as well as with respect to the length of the tenancy (since 2017) and the suitability of the rental unit (school nearby).
12. While I appreciate the difficulties the Landlord has experienced with respect to nonpayment and late payment of rent, I find, given the whole of the circumstances, that it would not be unfair to grant relief from eviction in the form of a payment plan subject to section 78.

It is ordered that:

1. The request to review order LTB-L-086425-25 issued on January 14, 2026 is granted. The order is cancelled and replaced by this order.
2. The Tenant shall pay to the Landlord \$10,589.00 for arrears of rent up to February 28, 2026 and costs.
3. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 1. \$1,589.00 on or before March 15, 2026.
 2. \$1,500.00 on or before the 15th of each month starting April 15, 2026 up to and including September 15, 2026.

4. 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 September 1, 2026, or until the arrears are paid in full, whichever date is earliest.
5. 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 2, 2026
Date Issued

Richard Ferriss
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.