



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

File Number: LTB-L-098195-25

In the matter of: E, 184 WOODRIDGE CRES
NEPEAN ON K2B7S9

Between: Ferguslea Properties Limited Landlord

And

Eliel Kasongo Tenant
Henoc Lubambu

Ferguslea Properties Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Eliel Kasongo and Henoc Lubambu (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 2, 2026.

The Landlord's Legal Representative, Lorenzo Patino and the Tenant, Eliel Kasongo, 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 \$2,896.81. It is due on the 1st day of each month.
4. The Tenant has paid \$7,428.00 to the Landlord since the application was filed.
5. The rent arrears owing to February 28, 2026 are \$7,532.43, which is not disputed.
6. The Tenant has paid \$2,900.34 on the date of the hearing, and the Landlord needs 1-3 business days to confirm this payment has been processed. The payment is not accounted for in the amount owing but once it is received and

processed by the LL, the LL shall deduct it from the amount owing in this order and shall adjust the payment plan below accordingly.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. Accordingly, the total amount the Tenant owes the Landlord is \$7,718.43.
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 sought a payment plan with installments due until May 2026 to satisfy the outstanding arrears.
11. The Landlord's Legal Representative sought an order requiring the arrears to be paid in full on or before March 31, 2026. The Landlord's Legal Representative did not present any concrete and objective evidence of any prejudice the Landlord would experience if the payment plan was ordered, financial or otherwise.
12. I considered the prejudice to the parties, and I find there would be more prejudice to the Tenant from having to find alternative living arrangements than to the Landlord of providing a short extension to allow the Tenant to satisfy the arrears.

It is ordered that:

1. The Tenant shall pay to the Landlord \$7,721.62 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:
 - a) \$5,800.34 on or before February 28, 2026;
 - b) On or before the last day of each month from March 2026 to April 2026, the Tenant shall pay the Landlord \$639.33; and
 - c) On or before the last day of May 2026, the Tenant shall pay the Landlord \$642.62.
3. The Tenant shall pay the rent for March 2026 on or before March 23, 2026, if they have not already done so.
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 April 1, 2026 to May 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 11, 2026

Date Issued

Samantha Greaves

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.