



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

File Number: LTB-L-000908-26

In the matter of: 1307, 2 ANNDALDE DR
TORONTO ON M2N0G5

Between: LAI-YING MELINA HO Landlords
YIN LUN DAVID LAM

And

PAULINE NGURE Tenants
KEVIN NGURE

LAI-YING MELINA HO and YIN LUN DAVID LAM (the 'Landlords') applied for an order to terminate the tenancy and evict PAULINE NGURE and KEVIN NGURE (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 11, 2026.

The Landlords' Representative, Andrew McMaster and the Tenants attended the hearing.

Determinations:

1. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,584.00. It is due on the 1st day of each month.
4. The rent arrears owing to March 31, 2026, are \$19,682.00.
5. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.
6. Accordingly, the total amount the Tenants owe the Landlords is \$19,868.00.

7. The Landlords attempted to negotiate a payment plan with the Tenants, but the Tenants did not provide the Landlord with the requested information regarding their income/expenses. The Tenants did respond one day prior to the hearing but the parties did not enter any payment plan.
8. The Landlords were unaware of any circumstances that may require the Board to consider delaying or denying termination of the tenancy and sought the issuance of a standard order.
9. The Tenants did not dispute the arrears of rent being claimed by the Landlords and attributed falling into arrears because the second named Tenant suffered a serious workplace injury that prevented him from working. The Tenant was receiving WSIB, but the amount received was only a small portion of what his income would have been. The Tenant started a new job as of February 2026 and proposed a payment plan. Based on the Tenant's income, the payment plan is feasible and was reasonable. Additionally, the Tenants now have a roommate that can contribute \$1,500.00 towards the monthly rent.
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.

It is ordered that:

1. The Tenants shall pay to the Landlords \$19,868.00 for arrears of rent up to March 31, 2026, and costs.
2. The Tenants shall pay to the Landlords the amount set out in paragraph 1 in accordance with the following schedule:

Arrears Payment Due Date	Arrears Payment Amount
Due on, or before March 27, 2026	\$2,000.00 payment
Monthly payments due on, or before the 15 th day of each month, April 15, 2026 – November 15, 2026	\$2,000.00 per month
Due on, or before December 15, 2026	\$1,868.00 payment

3. The Tenants shall also pay to the Landlords new rent on time and in full as it comes due and owing for the period April 1, 2026, to December 1, 2026, or until the arrears are paid in full, whichever date is earliest.

4. If the Tenants fail 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 Tenants to the Landlords pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlords may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after March 31, 2026.

March 19, 2026

Date Issued

Ilan Shingait

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.