



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

File Number: LTB-L-076102-25

In the matter of: 4 MOSS LANE
AJAX ON L1S4E7

Between: Ashley Manor Housing Corporation Landlord
Ashley Manor Housing Corporation

And

Stacey Urquhart Tenant

Ashley Manor Housing Corporation and Ashley Manor Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Stacey Urquhart (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 Agent, Gail Collymore, 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). 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 \$1,485.00. It is due on the 1st day of each month.
4. The Tenant has paid \$2,972.00 to the Landlord since the application was filed.
5. The rent arrears owing to February 28, 2026 are \$8,908.01, which is not disputed.
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 \$9,094.01.
8. 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.
9. The Tenant offered to pay \$500.00 per month towards the arrears until the rent geared to income is rectified starting March 20, 2026. The Tenant has a special needs child and all the Tenants child's doctors, therapy and the school are within close proximity of the rental property. In addition, eviction from the rental property would have a significant impact on her child.
10. The Landlord sought a voidable standard order and was not agreeable to the payment plan. The Landlord's agent stated that the monthly rent went increased to market rent in July 2025 and the Tenant has failed to rectify the issue. The Landlord's agent stated that the Landlord has expenses, and responsibilities to other residents on the site and the Landlord has a mortgage to pay.
11. 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.

It is ordered that:

1. The Tenant shall pay to the Landlord \$9,094.01 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) \$500.00 monthly payments on or before the 20th day of each month commencing March 20, 2026 up to and including August 20, 2027.
 - b) \$94.01 payment on or before September 20, 2027.
3. The Tenant shall pay the Landlord March 2026 rent in full on or before March 30, 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 April 1, 2026, to September 1, 2027, 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 23, 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.