



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ibrahim v Strong, 2026 ONLTB 24438

Date: 2026-03-30

File Number: LTB-L-003041-26

In the matter of: 457 WILKINS ST
LONDON ON N6C5B5

Between: Isa Ibrahim Landlord

And

Robert Strong Tenants
Kimberly Layton

Isa Ibrahim (the 'Landlord') applied for an order to terminate the tenancy and evict Robert Strong and Kimberly Layton (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe

This application was heard by videoconference on March 17, 2026.

The Landlord's Representative, Ali Bukhari, and the Tenant, Robert Strong ('RS'), attended the hearing on behalf of both Tenants.

Determinations:

1. The Landlord served the Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,699.00. It is due on the 1st day of each month.
4. The rent arrears owing to March 31, 2026 are \$16,194.00.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. Accordingly, the total amount the Tenant owes the Landlord is \$16,380.00

Relief from Eviction:

7. The Tenant requested that I exercise my discretion by granting them relief from eviction by way of a payment plan. The Tenant explained that they fell into arrears after he lost his job last September. He indicated that he started a new job as a consultant on February 9, 2026 and makes \$50.00 an hour. He anticipates receiving his first paycheck at the end of March in the amount of \$4,000.00.
8. The Tenant testified that preserving their tenancy is vital to maintaining his security clearance and employment status.
9. The Landlord raised doubts as to the credibility of the Tenant's testimony that he has started a new job given the Tenant did not admit any documentation, such as pay stubs or an employment letter. Given this, the Landlord was not convinced the Tenants would be able to pay the arrears.
10. The Act is remedial legislation, and the courts have determined that evicting a tenant is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated, "to put somebody out of their home must, in my view, call for clear and compelling circumstances that it's no longer possible for the arrangement to continue."
11. The termination of a tenancy and eviction of a tenant is a remedy of last resort and relief should be granted where the tenancy can be saved without overly prejudicing a landlord's interests. I am of the view that this is the case here.
12. I acknowledge the Tenant did not present any documentary evidence to corroborate his evidence with respect to his employment. I was swayed by the Tenant's oral testimony, which I found to be credible, and believe the Tenants are committed to preserving this tenancy. I believe an eviction will have a consequential effect on the Tenants and their three young children.
13. Based on the Tenant's evidence with respect to their household income and expenses, I believe the Tenants can pay the arrears within twelve months. I believe a twelve-month payment plan will afford the Tenants the opportunity to preserve their tenancy while protecting the interests of the Landlord.
14. I have therefore 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 total amount the Tenants owe the Landlord in arrears and costs to March 31, 2026 is \$16,380.00.
2. The Landlord's application to terminate the tenancy and evict the Tenants is denied, subject to the condition that the Tenants pay to the Landlord \$16,380.00 as follows:
 - a) For twelve consecutive months, starting April 2026 through to and including March 2027, the Tenants shall pay the Landlord \$1,365.00 on or before the 15th day of each month.
3. For twelve consecutive months, starting April 2026 through to and including March 2027, the Tenants shall pay the lawful monthly rent on or before the first day of each month.
4. If the Tenants fail to make any one of the payments in accordance with paragraphs 2 and 3 of this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, and within 30 days of any breach of the order, apply to the Board pursuant to section 78 of the *Residential Tenancies Act, 2006* 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 17, 2026.

March 30, 2026

Date Issued

Vanessa Davies

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.