



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

File Number: LTB-L-005267-26

In the matter of: 307, 38 HONEYCRISP CRES
CONCORD ON L4K0M8

Between: SARAH RANA Landlord

And

SHORNA AUGUSTIN Tenant

SARAH RANA (the 'Landlord') applied for an order to terminate the tenancy and evict SHORNA AUGUSTIN (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 24, 2026.

The Landlord 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 \$2,650.00. It is due on the 15th day of each month.
4. The rent arrears owing to April 14, 2026, are \$10,700.00.
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 \$10,886.00.
7. 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.

8. The Landlord testified that she has attempted to negotiate a payment plan with the Tenant, but the parties did not enter a payment plan.
9. The Landlord was 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.
10. The Tenant did not dispute the arrears being claimed by the Landlord. The Tenant initially wanted to raise issues under section 82 of the Act. The problem is that the Tenant failed to notify the Landlord of the issues that the Tenant intended on raising. The Tenant was informed that she could raise the issue on a separate application.
11. The Tenant wanted to remain in the rental unit and proposed a re-payment plan in which the Tenant would pay the lawful monthly rent, plus an additional \$1,000.00 towards the arrears of rent, until paid in full. This plan would start on April 15, 2026. Based on the arrears of rent owing, this payment plan would take approximately 11 months to complete. Based on the Tenant's evidence, her income is sufficient to comply with the payment plan proposed.
12. I find it would not be unreasonable to allow the Tenant an opportunity to repay the arrears of rent and continue her residential tenancy. The agreement shall also allow the Landlord the ability to file for termination in the event of any breach on part of the Tenant.

It is ordered that:

1. The Tenant shall pay to the Landlord \$10,886.00 for arrears of rent up to April 14, 2026, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Arrears Payment Due Date	Arrears Payment Amount
Due on, or before April 15, 2026	\$1,000.00
Due on, or before May 15, 2026	\$1,000.00
Due on, or before June 15, 2026	\$1,000.00
Due on, or before July 15, 2026	\$1,000.00
Due on, or before August 15, 2026	\$1,000.00
Due on, or before September 15, 2026	\$1,000.00

Due on, or before October 15, 2026	\$1,000.00
Due on, or before November 15, 2026	\$1,000.00
Due on, or before December 15, 2026	\$1,000.00
Due on, or before January 15, 2027	\$1,000.00
Due on, or before February 15, 2027	\$886.00 final arrears payment

3. 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 15, 2026, to February 15, 2027, or until the arrears are paid in full, whichever date is earliest.
4. 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 April 14, 2026.

April 2, 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.