



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

**File Number:** LTB-L-006397-26

**In the matter of:** 87, 3380 SINGLETON AVE  
LONDON ON N6L0E8

**Between:** Ali Umar Khan Landlord  
Umama Khan

**And**

Krista Leigh Newell Tenant

Ali Umar Khan and Umama Khan (the 'Landlord') applied for an order to terminate the tenancy and evict Krista Leigh Newell (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 30, 2026.

The Landlord, Ali Umar Khan, the Landlord's Legal Representative, Hashem Shafi 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 \$2,700.00. It is due on the 13th day of each month.
4. The Tenant has paid \$2,700.00 to the Landlord since the application was filed.
5. The rent arrears owing to April 12, 2026 are \$8,100.00.
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 \$8,286.00.

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 sought an order granting relief from eviction in the form of a payment plan requiring the Tenant to pay an additional \$1,000.00 per month towards the arrears until the arrears are paid in full.
10. The Tenant currently owes three months worth of rent and testified that she fell behind due to a medical procedure and complications as a result of the medical procedure. The Tenant testified that she has returned to work earning a net income of approximately \$6,000.00 per month.
11. The Landlord opposes the Tenant's request for relief from eviction. The Landlord submits that they are struggling to pay the mortgage as a result of the Tenant's failure to pay the rent. The Landlord submits that he has made multiple attempts to work out some sort of payment plan with the Tenant but the Tenant has not made efforts to work with the Landlord to pay off the rental arrears. The Landlord also submits that as the Tenant has not provided supporting documentation with regards to her income, that they do not believe the Tenant is able to pay the rent as she proposes.
12. In this case, while the arrears are high, they represent approximately 3 months worth of rent and the Tenant provided a plausible explanation for why she had fallen behind. The Tenant's payment plan would have the arrears paid in full within 8 months. I find that it would not be unfair in the circumstances to grant an opportunity to the Tenant to pay in full. This would allow the Tenant an opportunity to preserve her tenancy and the Landlord will be made whole if the payments are received.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$8,286.00 for arrears of rent up to March 31, 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) \$1,000.00 on or before the 13<sup>th</sup> day of each month for the period April 13, 2026 through to October 13, 2026; and
  - b) \$1,286.00 on or before November 13, 2026.
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 13, 2026 to November 13, 2026, 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 March 31, 2026.

**April 2, 2026**  
**Date Issued**

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**Christopher Lin**  
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.