



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

File Number: LTB-L-105855-25

In the matter of: 2, 356 Hester Street
Thunder Bay ON P7B3L5

Between: Momoh Sankoh Landlord

And

Ivyanne Debie Tenant

Momoh Sankoh (the 'Landlord') applied for an order to terminate the tenancy and evict Ivyanne Debie (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 26, 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 \$1,600.00. It is due on the 1st day of each month.
4. The rent arrears owing to February 28, 2026 are \$4,800.00.
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 \$4,986.00.
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 Tenant submitted that she paid the rent for December 2025 by e-transfer but did not provide documentary evidence to establish that the payment was received by the Landlord. In the absence of such evidence, I am not satisfied that the rent for December 2025 was received by the Landlord.
9. The Tenant also testified that she attempted to pay the rent for January 2026 by e-transfer and alleged that the Landlord returned the payment and refused to accept rent. The Landlord testified that he is enrolled in auto-deposit and submitted evidence showing that the November 2025 rent payment was successfully deposited through that method. Regardless of the parties' submissions concerning the alleged January 2026 payment, I find that no payment was received by the Landlord.
10. The Tenant proposed a payment plan to address the arrears, stating that she could pay \$2,000.00 on March 10, 2026, and \$200.00 in addition to the monthly rent commencing April 1, 2026, until the arrears are paid in full. The Tenant further stated that she is able to pay the monthly rent in full on or before the date it becomes due until the arrears are paid in full.
11. The Tenant testified that her monthly income is approximately \$2,800.00 and her monthly expenses are approximately \$2,500.00, including rent, groceries, utilities, a cell phone, internet, and car insurance.
12. Based on the Tenant's evidence regarding her income, expenses, and proposed repayment schedule, I find that the proposed payment plan is reasonable and attainable in the circumstances. The Tenant has demonstrated an ability to meet her ongoing rental obligation while making additional payments toward the arrears, and the proposed lump sum payment further supports a good faith effort to reduce the outstanding balance. In considering the prejudice to the parties, I find that the Landlord will experience some delay in recovering the full arrears; however, this prejudice is mitigated by the structured and time-limited nature of the repayment plan. Conversely, the Tenant would suffer significant prejudice if the tenancy were terminated, including the loss of her housing, despite evidence that she has the financial capacity to comply with a repayment arrangement. On balance, I am satisfied that allowing the Tenant an opportunity to preserve the tenancy through a payment plan is appropriate.

It is ordered that:

1. The Tenant shall pay to the Landlord \$4,986.00 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) \$2,000.00 on or before March 10, 2026; and

- b) \$200.00 each month from April 1, 2026 to May 31, 2027, on or before the 1st day of each corresponding month; and
 - c) \$186.00 on or before June 1, 2027
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 March 1, 2026 to June 30, 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 February 28, 2026.

April 2, 2026
Date Issued

Christina Philp
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.