



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

File Number: LTB-L-100295-25

In the matter of: 601, 3125 QUEEN FREDERICA DR
MISSISSAUGA ON L4Y3A6

Between: 3125 Queen Frederica Holdings Ltd Landlord

And

Qadro Hashi Tenant

3125 Queen Frederica Holdings Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Qadro Hashi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 19, 2026.

The Landlord's legal representative Emily Barbati, Landlord's agent Samantha Gibson, and the Tenant attended the hearing. The Tenant spoke with Tenant Duty Counsel prior to the hearing.

Determinations:

Preliminary Issue:

1. The Tenant filed a list of issues under section 82 of the *Residential Tenancies Act, 2006* (the "Act"). They testified that the week of the hearing they filed a T6 application about these issues. I noted that many of the issues listed by the Tenant pertain to issues which may fall outside the statutory time limitations imposed by section 29(2) of the Act.
2. Because the Tenant informs me that these issues are already before the Board in another application and maybe outside the Board's jurisdiction due to the limitations, I declined to hear them.

L1 application:

3. 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.

4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$1,424.71. It is due on the 1st day of each month.
6. The Tenant has paid \$2,760.00 to the Landlord since the application was filed.
7. The parties agree that the rent arrears owing to February 28, 2026 are \$2,976.28. This amount includes an Above Guideline Increase amount granted by the Board by order LTB-L-018010-23 dated November 19, 2025.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. Accordingly, the total amount the Tenant owes the Landlord is \$3,162.28.
10. The Tenant requested to enter a payment plan. She stated that she was able to pay \$1,400.00 the day after the hearing and then pay the remainder of the arrears of rent owing over three months on the 20th day of the month with the help of her friends and family.
11. The Tenant testified that she lives in the rental unit with her teenage daughter. Her daughter has a part time job and can contribute approximately \$500.00 per month to expenses. The Tenant is a single mother with health issues who receives a monthly income of \$1,900.00 income from Child Tax Benefit, child support, Ontario Works, and family support. She stated that her daughter has one year of school remaining and they have lived in the rental unit for nine years. If the tenancy were terminated, they would have to move into a shelter.
12. The Landlord requested a standard eviction order and submitted that it was "clear" from a review of the Tenant's income and expenses that the Tenant was unable to afford the tenancy without the support of family and friends who had no legal obligation to assist.
13. While it is possible that the tenancy is ultimately unsustainable, based on the evidence before me of the Tenant's income and expenses, there appears to be sufficient monthly income to sustain the tenancy. No evidence was led as to whether the Tenant has explored options for community assistance with rental arrears. The arrears represent approximately two months of rent, and the Tenant has consistently made partial payments, which shows a desire on her part to preserve the tenancy. I am mindful that the Tenant has lived in the rental unit for nine years with a minor child, and that termination of a tenancy is a remedy of last resort. I find that a payment plan is appropriate in the circumstances.
14. While the Landlord argued that it would be prejudicial to the Landlord if everyone did this, in this case if the Tenant fails to make payments as agreed, the Landlord has a remedy under section 78 of the Act.

15. 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.

It is ordered that:

1. The Tenant shall pay to the Landlord \$3,162.28 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:
 - On or before April 9, 2026: **\$1,400.00** (I note that the Tenant stated that she could make this payment effective February 20, 2026, but due to the date of this order, if the payment has not been made, it is due the date after this order)
 - On or before April 20, 2026: **\$587.43**
 - On or before May 20, 2026: **\$587.43**
 - On or before June 20, 2026: **\$587.43**
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 May 1, 2026 to June 30, 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 February 28, 2026.

April 8, 2026
Date Issued

Margo den Haan
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.