



Order under Section 69 Residential Tenancies Act, 2006

Citation: Islam v Adams, 2026 ONLTB 28693

Date: 2026-04-08

File Number: LTB-L-099465-25

In the matter of: Basement unit, 320 Cadillac Ave.
Oshawa ON L1H5Z8

Between: Ferdous Islam Landlord

And

Amanda Adams Tenant

Ferdous Islam (the 'Landlord') applied for an order to terminate the tenancy and evict Amanda Adams (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 31, 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 \$1,475.00. It is due on the 1st day of each month.
4. The rent arrears owing to March 31, 2026 are \$5,125.00.
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 \$5,311.00.

7. The Tenant does not dispute the rent arrears owed. She submits that the arrears arose as a result of loss of childcare which then reduced her ability to taken on shifts at work and she fell behind in the payments of rent.
8. The Tenant submits that her take home income can vary from month to month and is in the range of \$2,200.00 to \$3,000.00 after tax income, she also receives a \$100.00 per month Trillium benefit as well as a \$437.00 child tax benefit. And that she will be seeking a wage increase from work.
9. On review of her current recurring monthly expenses inclusive of rent these equal approximately \$3,337.00. She submits that her car loan payment will end in June 2026 therefore she will have approximately \$350.00 per month more to contribute to the repayment of rent arrears.
10. The Tenant is a single mother of three children aged 7, 11 and 13, she would like to work towards preserving her tenancy for her family.
11. The Landlord submits that in addition to rent arrears the Tenant also owes money towards unpaid utilities. For this reason, he has not raised the rent. To assist the Tenant, he was open to a 15-month repayment plan where the Board considered this to be an option.

Relief from eviction

12. 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.
13. I believe that a section 78 clause would strike a fair balance for both parties. It will allow the Tenant an opportunity to preserve the tenancy and restore it to good standing by complying with a payment plan, while giving the Landlord the right to re-apply for eviction without further notice to the Tenant, based on the Tenant's breach or failure to pay on time or in full in accordance with the payment plan.
14. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Tenant shall pay to the Landlord April 2026 rent of \$1,475.00 due on April 1, 2026 on or before April 17, 2026.
 - a) The Tenant shall pay to the Landlord \$5,311.00 for arrears of rent up to March 31, 2026, and costs in accordance with the following schedule:

Date Payment Due	Amount of Payment
May 15, 2026	\$250.00
June 15, 2026	\$250.00
July 15, 2026	\$450.00
August 15, 2026	\$450.00
September 15, 2026	\$450.00
October 15, 2026	\$450.00
November 15, 2026	\$450.00
December 15, 2026	\$450.00
January 15, 2027	\$450.00
February 15, 2027	\$450.00
March 15, 2027	\$450.00
April 15, 2027	\$450.00
May 15, 2027	\$311.00

2. 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 2026 to May 2027, or until the arrears are paid in full, whichever date is earliest.
3. 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 8, 2026
Date Issued

Alicia Johnson
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.