



Order under Section 69 Residential Tenancies Act, 2006

Citation: Huang v Eugene, 2026 ONLTB 28579

Date: 2026-04-08

File Number: LTB-L-006885-26

In the matter of: 2006, 5 BUTTERMILL AVE
CONCORD ON L4K0J5

Between: Yu Cheng Huang

Landlord

And

Patrice Franda Eugene

Tenant

Yu Cheng Huang (the 'Landlord') applied for an order to terminate the tenancy and evict Patrice Franda Eugene (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, the Landlord's legal representative Yun Tao Li 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 \$2,400.00. It is due on the 1st day of each month.
4. The Tenant has paid \$4,800.00 to the Landlord since the application was filed.
5. Additionally, the Tenant made another payment of \$2,400.00 on March 31, 2026, advising the Landlord that they wish to allocate the payment to rent for April 2026.
6. Accordingly, the rent arrears owing to April 30, 2026 remain at \$4,800.00.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The total amount the Tenant owes the Landlord is \$4,986.00.
9. The Tenant does not dispute the rent arrears owed. She submits that the arrears arose as a result of loss of her supplementary income as an Uber driver during the winter months. She is now employed in a Monday to Friday order desk position and intends to resume the Uber driver position to assist with the repayment of arrears.
10. The Tenant submits that while she would like to move out, the Landlord has posted information about a past 2023 LTB order which makes it difficult to be approved for new housing. She has applied to a homelessness prevention program and is awaiting a response, if approved, will assist her in paying down the rent owing to the Landlord.
11. The Tenant submits that her take home income is \$3,300.00 after tax, she also receives a \$666.00 per month child tax benefit for her young daughter.
12. On review of her recurring monthly expenses inclusive of rent these equal approximately \$3,378.00. She submits that when working part time as an Uber driver she can add \$300.00 to \$400.00 per week extra to her earnings. She suggests a repayment plan of \$300.00 bi-weekly to be applied towards arrears of rent.
13. The Tenant is a single mother of one child; she would like to work towards preserving her tenancy until she is able to find alternative housing.
14. On review of her income and expenses, the Tenant, if budgeting accordingly will have enough financial means to support a repayment plan. Any extra income earned from the secondary job can support a possible repayment of arrears sooner.
15. The Landlord submits that this is not a new situation, that the Landlord had a prior L1 application as before the Board in October 2025 and that this order resulted in a discontinuance, however that within a short period they find themselves in the same predicament. While not open to a repayment plan, the Landlord was open to a delay from eviction, where appropriate.
16. The Landlord made submissions of their own financial stress and implications arising from the Tenant's non-payment of rent.

Relief from eviction

17. 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.

18. 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.

19. 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 \$4,986.00 for arrears of rent up to April 30, 2026 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Date Payment Due	Amount of Payment
May 15, 2026	\$250.00
May 31, 2026	\$250.00
June 15, 2026	\$250.00
June 30, 2026	\$250.00
July 15, 2026	\$300.00
July 31, 2026	\$300.00
August 15, 2026	\$300.00
August 31, 2026	\$300.00
September 15, 2026	\$300.00
September 30, 2026	\$300.00
October 15, 2026	\$300.00
October 31, 2026	\$300.00
November 15, 2026	\$300.00
November 30, 2026	\$300.00
December 15, 2026	\$300.00

December 31, 2026	\$300.00
January 15, 2027	\$300.00
January 31, 2027	\$86.00

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 2026 to January 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 30, 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.