



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

File Number: LTB-L-006634-26

In the matter of: 5047 WARWICKSHIRE WAY
MISSISSAUGA ON L5V1R6

Between: Pushpinder Kaur Dhillon Landlord

And

Olubukunola (Bukky) Okafor Tenant

Pushpinder Kaur Dhillon (the 'Landlord') applied for an order to terminate the tenancy and evict Olubukunola (Bukky) Okafor (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 9, 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 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date 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 \$3,220.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$105.86. This amount is calculated as follows: \$3,220.00 x 12, divided by 365 days.
5. The Tenant has paid \$5,150.00 to the Landlord since the application was filed.
6. The parties agree that the rent arrears owing to April 30, 2026, are \$7,520.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$3,150.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$211.87 is owing to the Tenant for the period from June 14, 2023, to April 9, 2026.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be appropriate to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. The Tenant testified that she has resided at the rental unit since 2023 with her two daughters who are 16 and 18 years old. One of her daughter's has mental health issues and has been admitted to a hospital at least five times in the last three years. The Tenant asserts that any changes in environment will negatively affect her daughter's mental health.
12. The Tenant's income is not fixed as she works as a real estate agent and Uber driver. In December 2025, she had an accident, and her income was interrupted for two months as she could not drive the Uber. The Tenant was also having issues with her husband who lives abroad being able to send her money towards expenses. The Tenant has resolved all these issues and is looking for a payment plan to pay off the arrears. Housing is a priority for the Tenant.
13. The Landlord testified that this is the second time the parties have been before the Board. The Tenant paid everything last time with the help of the Region of Peel. The Landlord did not make any attempts to reach out to the Tenant for a payment plan. The Landlord has her own expenses and is unable to sustain the tenancy when rent is unpaid.
14. Based on the evidence from both sides I am satisfied that a payment plan is the most viable option. The Tenant's daughter needs stable housing, and the Tenant is able to enter into a reasonable payment plan to pay off the arrears. The prejudice to the Landlord is limited to money whereas the impact on the Tenant leaving the unit is substantial in this instance. I find a conditional order is appropriate in the circumstances.

It is ordered that:

1. The Tenant shall pay to the Landlord \$7,706.00 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:

a. On or before May 1, 2026	\$1,000.00
b. On or before June 1, 2026	\$1,000.00
c. On or before July 1, 2026	\$1,000.00

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| d. On or before August 1, 2026 | \$1,000.00 |
| e. On or before September 1, 2026 | \$1,000.00 |
| f. On or before October 1, 2026 | \$1,000.00 |
| g. On or before November 1, 2026 | \$706.00 |

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 1, 2026, to November 1, 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 April 30, 2026.

April 14, 2026
Date Issued

Sheena Brar
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.