



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

File Number: LTB-L-002270-26

In the matter of: 1009, 50 GLEN RD
HAMILTON ON L8S4N3

Between: Hazelview Property Services Inc. Landlord

And

Sophia Lukindo Tenant

Hazelview Property Services Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Sophia Lukindo (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 16, 2026.

The Landlord's legal representative Sean Beard 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 \$1,182.04. It is due on the 1st day of each month.
4. The Tenant has paid \$2,000.00 to the Landlord since the application was filed.
5. The rent arrears owing to March 31, 2026, are \$3,410.98. The Tenant confirmed the amount of arrears claimed by the Landlord to be correct and did not dispute the amount of the arrears.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. Accordingly, the total amount the Tenant owes the Landlord is \$3,596.98.

8. 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.
9. The Tenant testified that she is in receipt of Ontario Disability Support Program ("ODSP") benefits and has been for many years. The Tenant stated that she is now able to pay the full lawful monthly rent going forward and proposed a payment arrangement of \$1,500.00 per month, inclusive of rent and arrears, to be paid on the first of each month. She explained that she recently filed her income taxes and expects to receive a refund, which she intends to apply toward the arrears, although she could not confirm the amount or timing of that refund.
10. On cross-examination, the Tenant confirmed that her ODSP income is \$2,031.00 per month and that this amount has remained consistent over at least the past six months. She further confirmed that she receives \$413.00 per month in child tax benefits, for a total monthly income of approximately \$2,444.00. The Tenant acknowledged that she did not make full rent payments in recent months.
11. When asked why she did not allocate sufficient funds toward rent despite having a consistent income, the Tenant stated that she experienced additional expenses related to illness and back-to-school costs for her child, and that she had not filed her taxes until recently. The Tenant also confirmed that she did not file or serve any documentary evidence in advance of the hearing.
12. While the arrears are significant and have accumulated over an extended period, and despite the absence of supporting documentary evidence, I am not satisfied that it would be unfair to grant the Tenant relief from eviction. The Tenant has a stable and ongoing source of income through ODSP and child tax benefits, and there is no indication that this income will decrease in the foreseeable future. Although the Tenant's past payment history is poor and demonstrates a failure to prioritize rent despite having sufficient income, she has articulated a concrete payment proposal and expressed a clear intention to comply moving forward.

It is ordered that:

1. The Tenant shall pay to the Landlord \$3,596.98 for arrears of rent up to March 31, 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 1, 2026	\$317.96
June 1, 2026	\$317.96
July 1, 2026	\$317.96
August 1, 2026	\$317.96
September 1, 2026	\$317.96

October 1, 2026	\$317.96
November 1, 2026	\$317.96
December 1, 2026	\$317.96
January 1, 2027	\$317.96
February 1, 2027	\$317.96
March 1, 2027	\$208.69
April 1, 2027	\$208.69

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 April 30, 2027, or until the arrears are paid in full, whichever date is earliest. For the month of May 2026 only, the Tenant shall be deemed to have made the required rent and arrears payment on time if such payment is received in full on or before May 15, 2026.
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 March 31, 2026.

April 24, 2026
Date Issued

 Nathan Korenberg
 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.