



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

File Number: LTB-L-011048-26

In the matter of: 221, 7555 GOREWAY DR
MISSISSAUGA ON L4T 3M9

Between: SiteLine (7555 Goreway) Inc. Landlord

And

LINDA CUNNINGHAM Tenant

SiteLine (7555 Goreway) Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Linda Cunningham (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 22, 2026.

The Landlord's legal representative, Christine Daniel 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 \$1,702.61. It is due on the 1st day of each month.
4. The Tenant has paid \$2,207.00 to the Landlord since the application was filed.
5. The rent arrears owing to April 30, 2026 are \$2,910.98. The arrears were uncontested.
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 \$3,096.98.

8. The Tenant testified that she fell into arrears just prior to Christmas when her husband was in a car accident and was unable to work. Further, she stated that her husband is now back at work, and their income allows for reasonable payment plan. The Tenant suggests a payment plan of rent paid in full and on time accompanied by an additional \$400.00 payment per month towards arrears, meaning the arrears would be paid in 8-months.
9. The Landlord's legal representative acknowledged that the Tenant's payment plan seems reasonable but was unable to obtain direction from the Landlord regarding the payment plan.
10. As laid out within *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated, "To put somebody out of their home must, in my view, call for clear and compelling circumstances that it's no longer possible for the arrangement to continue."
11. I am guided by *Sutherland* and *Paderewski Society* in that termination of a tenancy should be a remedy of last resort. I find the Tenant's proposed payment plan along with her actions prior to the hearing, which included the payment of her rent and an additional \$500.00 payment supports the Tenant's ability and sincerity to preserve her tenancy. Further, there are a relatively modest amount of arrears owing.
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.

It is ordered that:

1. The Tenant shall pay to the Landlord \$3,096.68 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:

	<u>DATE OF PAYMENT:</u>	<u>AMOUNT OF PAYMENT:</u>
1.	On or before June 1, 2026	\$400.00
2.	On or before July 1, 2026	\$400.00
3.	On or before August 1, 2026	\$400.00
4.	On or before September 1, 2026	\$400.00
5.	On or before October 1, 2026	\$400.00

6.	On or before November 1, 2026	\$400.00
7.	On or before December 1, 2026	\$400.00
8.	On or before January 1, 2027	\$296.98

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 June 1, 2026 to January 1, 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.

May 1, 2026
Date Issued

 Angela Smith
 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.