



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-009680-26

In the matter of: 605-3101 Eglinton Ave. E.
Scarborough, ON M1J2G3

Between: SiteLine (3101 Eglinton) Inc. Landlord

And

Michelle White Tenant

SiteLine (3101 Eglinton) Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Michelle White (the 'Tenant') because the Tenant did not pay the rent owed.

This application was heard by videoconference on April 20, 2026.

The Landlord's legal representative, Stella Idahosa, and the Tenant attended the hearing.

The Tenant declined to meet with Tenant Duty Counsel prior to the commencement of 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 \$1,469.01. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$48.30. This amount is calculated as follows: \$1,469.01 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The uncontested rent arrears owing to April 30, 2026, are \$5,875.24.

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 \$1,156.64 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 \$227.76 is owing to the Tenant for the period from July 1, 2015, to April 20, 2026.

Relief from Eviction

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 the Tenant's proposed repayment proposal, 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.
11. The Landlord's Representative submitted that the Tenant fell into rental arrears in January 2026. Following the onset of arrears, the Landlord made multiple attempts to contact the Tenant by mail to advise of the outstanding balance and to request a payment arrangement. Despite these efforts the Tenant did not respond, and no payments were made since the application was filed. Consequently, the Landlord sought a standard eviction order.
12. The Tenant testified that she resides in the rental unit with her three children, who are 19, 16 and 11 years of age. The Tenant wishes to remain in the rental unit to maintain her children's current school placement. She stated that her eldest son has recently obtained employment and intends to contribute \$500.00 towards the monthly rent.
13. The Tenant proposed a repayment plan consisting of monthly arrears payments of \$606.12 commencing May 20, 2026, and committed to payment of the full lawful monthly rent beginning May 1, 2026.
14. In support of the proposed repayment plan, the Tenant disclosed total monthly household income of \$2,952.00, comprised of \$1,483.00 from her Ontario Works benefits, and \$1,469.00 from the Canada Child Benefit. She disclosed total monthly expenses of \$874.00, reflecting an anticipated reduction of \$15.00 in transit and grocery expenses.
15. Based on the income and expense information provided, and after accounting for the ongoing monthly rent obligation together with the proposed arrears payments, the Tenants would retain an estimated monthly surplus of

approximately \$608.99. This surplus supports a finding that the proposed repayment plan is financially feasible and sustainable.

16. After accounting for the ongoing monthly rent obligation and the proposed \$606.12 arrears payment, the household would retain an estimated monthly surplus of approximately \$2.87. While modest, this surplus demonstrates that the proposed repayment plan is mathematically viable based on the evidence before the Board. In addition, the anticipated monthly contribution of \$500.00 towards the rent from the Tenant's eldest son, further supports the stability of the household income going forward. In these circumstances, the repayment plan represents a good faith effort to address the arrears within a defined time period.
17. While the Landlord sought a standard eviction order, the inclusion of a section 78 clause would provide appropriate protection in the event of default. Although the Landlord's Representative did not consent to a payment plan, the parties were advised at the hearing that an order would be issued based on the Tenant's proposal as presented.

It is ordered that:

1. The Tenant shall pay to the Landlord \$6,061.24 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:

Payment #	Payment Date (on or before)	Payment Amount	Balance
1	May 20, 2026	\$606.12	\$5,455.12
2	June 20, 2026	\$606.12	\$4,849.00
3	July 20, 2026	\$606.12	\$4,242.88
4	August 20, 2026	\$606.12	\$3,636.76
5	September 20, 2026	\$606.12	\$3,030.64
6	October 20, 2026	\$606.12	\$2,424.52
7	November 20, 2026	\$606.12	\$1,818.40
8	December 20, 2026	\$606.12	\$1,212.28
9	January 20, 2027	\$606.12	\$606.16
10	February 20, 2027	\$606.16	\$0.00

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 from June 1, 2026, to February 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.

April 28, 2026
Date Issued

Ken Audziss
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.