



Order under Section 69 Residential Tenancies Act, 2006

Citation: VERBANA CONSTRUCTION LTD. v AROH, 2026 ONLTB 34938

Date: 2026-05-05

File Number: LTB-L-011103-26

In the matter of: 915, 10 CHICHESTER PL
SCARBOROUGH ON M1T1G5

Between: VERBANA CONSTRUCTION LTD. Landlord

And

AGATHA NWAKONUCHE AROH Tenant

VERBANA CONSTRUCTION LTD. (the 'Landlord') applied for an order to terminate the tenancy and evict AGATHA NWAKONUCHE AROH (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on April 28, 2026.

The Landlord's Legal Representative, Sabrina Marchionne, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application, however I find that it is appropriate in all of the circumstances to grant relief from eviction to the Tenant under s. 83(1) of the *Residential Tenancies Act, 2006* (the 'Act'). Therefore, the tenancy between the Landlord and the Tenant will continue subject to the conditions outlined below.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 30, 2026, the Landlord gave the Tenant an N8 notice of termination deemed served the same date. The notice of termination contains the following allegations:

The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late each month from February, 2025 to January, 2026.

4. The Tenant acknowledged that these allegations are true. While the Tenant initially testified they had paid April's rent on time, they later acknowledged it was actually correct they had not paid their rent on time since the application was filed.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. The Landlord submitted that the tenancy should be terminated as they believe the tenancy is not sustainable. The Tenant has not been able to pay their rent on time in more than a year, and on May 15, 2026 \$2,415.00 will be deemed as rent arrears if not paid pursuant to an above guideline rent increase the Tenant has not chosen to pay while it waited approval of the Board. The Landlord is concerned the Tenant will have no ability to pay this amount.
7. The Tenant submitted it was appropriate to grant relief from eviction in the form of a prompt payment order that permits the Tenant to pay May's rent by May 15, 2026, and pay their new rent in full and on time beginning on June 1, 2026. In the alternative the Tenant requested a delay in termination of the tenancy to the end of July, 2026.
8. The Tenant testified that they had been having difficulty paying their rent on time previously as they were out of work for a period of time, but are now back working. The Tenant testified that they had to borrow money from friends in order to pay rent while they were out of work and not fall in arrears. Due to this, while the Tenant has been back working for 3 months, they have still been struggling to pay their rent on time as they have been required to start paying back these friends as they are now working.
9. The Tenant testified that they will struggle to pay their rent on time again in May, but after that will have the ability to pay it on time in June and every month on a go forward basis. The Tenant submits that even while out of work the Tenant made every effort to not fall into arrears of rent, and that this should be accounted for.
10. The Tenant is a single mother who has two children aged 12 and 10 that live in the rental unit. The Tenant has lived in the rental unit since 2019 and testifies that she has not had issues with the payment of rent until these recent issues with her employment.
11. I reviewed with the Tenant their income and expenses in the hearing. I am not satisfied after doing so that the tenancy is unsustainable.
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.
13. Given I do not find the tenancy to be unsustainable after reviewing the income and expenses of the Tenant, and in recognition of the length of the tenancy and children in the rental unit, I find it is not unfair to the Landlord to give the Tenant the opportunity to continue the tenancy pursuant to a prompt payment plan, with a delay only in the current month of rent being paid.

14. The Tenant should not take this opportunity lightly. The Landlord is entitled to prompt payment each and every month. They must prioritize payment of the Landlord on time and in full on a go forward basis in order to continue the tenancy.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay the new rent due for May, 2026 in full on or before May 15, 2026.
3. Commencing June 1, 2026 until May 1, 2027 inclusive, the Tenant shall pay their lawful monthly rent in full and on time, on or before the first day of the month, for 12 consecutive months.
4. If the Tenant fails to comply with the conditions set out in paragraphs 2 and 3 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before May 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 17, 2026 at 4.00% annually on the balance outstanding.

May 5, 2026
Date Issued

Benjamin Seigel
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.