



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

File Number: LTB-L-029350-25-RV

In the matter of: 53, 65 CENTRE ST
LONDON ON N6J1T4

Between: Forest Quarter Family Residences c/o Arnsby Property Management Landlord

And

Jeanie Chicoyne Tenant

Review Order

Forest Quarter Family Residences c/o Arnsby Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Jeanie Chicoyne (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-029350-25 issued on July 4, 2025. Only the Landlord's representative Preston Haynes attended the hearing.

On October 6, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On October 7, 2025 interim order LTB-L-029350-25-RV-IN was issued, staying the order issued on July 4, 2025

This application was heard by videoconference on October 27, 2025, November 10 2025, December 15, 2025, January 12, 2026, February 10, and April 30, 2026.

The Landlord's representative P. Haynes, the Tenant's representative A. Darling and the Tenant attended the hearing.

Determinations:

1. This matter was first heard on October 27, 2025.
2. On the basis of the submissions made in the Tenant's review request on October 27, 2025, I am satisfied the Tenant was not reasonably able to participate in the proceeding due to her mental disability at the time associated with the anniversary death of her child.
3. The de novo hearing was adjourned to November 10, 2025 for the Landlord to serve the Tenant with the information update sheet and other disclosure and to allow the Tenant to show progress with her rent geared to income application.

4. On November 10, 2025, at the start of the hearing the Tenant asked for a further adjournment which was initially denied as she had not complied with the Board's adjournment request procedures although nothing interfered with her ability to do so.
5. However, the adjournment was later granted to permit the Tenant's rent geared to income ('RGI') review application to be filed and considered. I take into account the delay in the Landlord's response to the Tenant's subsidy application information request. Given the time since the Tenant has lost RGI, and the lack of effort to file an application or a review, I agreed to a narrow but reasonable timeline.
6. Further adjournments of the hearing occurred until the matter was finally heard on April 30, 2026.

L1 Application Denovo Hearing.

7. 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.
8. As of the hearing date, the Tenant was still in possession of the rental unit.
9. The lawful rent is now \$106.00 due to a Rent-Geared-to-Income ('RGI') subsidy granted on April 30, 2026. It is due on the 1st day of each month.
10. The rent arrears owing to April 30, 2026 are \$15,574.30.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. Accordingly, the total amount the Tenant owes the Landlord is \$15,760.30.
13. 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.
14. I have considered that the Tenant has lived in the rental unit since November 1, 2020. Although her children do not live with her full time, I accept her testimony that she has visitation on alternate weekends and in the summer and the therefore has need of the three-bedroom rental unit she currently lives in. It is clear that finding similar accommodations with RGI will be nearly impossible for the Tennat. I also accept the uncontested evidence of the Tenant that the application for RGI was stalled over the past year due to the Tenant's mental health issues, arising in part from the death of her young child and domestic violence experiences over the past year.
15. However, I have also considered that the Tenant's inability to complete her RGI application has led in part to the significant rent increase, and I do not have complete confidence that her income will permit payment of the proposed \$400.00 a month. I reject the Tenant's suggestion that she might be in a position to pay \$500.00 a month. Although the Tenant submitted she believes ODSP will give her increased housing to assist with arrears re-payment, no documentary support was provided for this.

16. Based on the financial information provided by the Tenant, her expenses include significant discretionary spending that could be eliminated, thereby permitting her to pay the arrears. The Tenant's plan would lead to a 40-month payment plan, which, while not unheard of is rare among Board orders.
17. The Landlord is, combined with the City, a social housing provider, and is not entirely without contribution to the delay and increase in arrears. The prejudice to the Landlord due to the length of the payment plan is alleviated by a section 78 clause permitting the Landlord to terminate in the event of a breach.

It is ordered that:

1. The request to review order LTB-L-029350-25 issued on July 4, 2025 is granted.
2. Order LTB-L-029350-25 is cancelled and replaced with the following order:
3. The Tenant shall pay to the Landlord \$15,760.30 for arrears of rent up to April 30, 2026 and costs.
4. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - \$400.00 on or before the first day of each month beginning June 1, 2026 to and including August 1, 2029.
 - \$160.30 on or before September 1, 2029
5. 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 September 1, 2029, or until the arrears are paid in full, whichever date is earliest.
6. 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 8, 2025
Date Issued

Julie Broderick
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.