



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

File Number: LTB-L-104019-25

In the matter of: 208, 50 TRUELLE ST
SCARBOROUGH ON M1J1Z3

Between: SAN MARINO APARTMENTS LIMITED Landlord

And

KASIA AN COOPER Tenant
SHAQUON KHALID TAFARI WHITE

SAN MARINO APARTMENTS LIMITED (the 'Landlord') applied for an order to terminate the tenancy and evict KASIA AN COOPER and SHAQUON KHALID TAFARI WHITE (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 5, 2026.

The Landlord's legal representative, Sabrina Marchionne, and the Tenant, Kasia An Cooper, 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 \$2,063.89. It is due on the 1st day of each month.
4. The Tenant has paid \$5,727.78 to the Landlord since the application was filed.
5. The rent arrears owing to March 31, 2026 are \$2,527.78.
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 \$2,713.78.

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 did not dispute the arrears. The issue at the hearing was whether some form of relief from eviction was appropriate in the circumstances. The Tenant has lived in the rental unit for approximately five years with her five-year-old son. She explained that the arrears accumulated during a period when she had to take several months of unpaid leave from her employment to care for a family member who had become unwell. She has since returned to work, and her income has been restored. The Tenant indicated that if the tenancy were terminated, she would need at least a couple of months to find suitable alternative accommodation for herself and her son and noted that she will be starting school in the fall.
10. With respect to her present financial circumstances, the Tenant testified that her monthly income is \$3,000.00. Her recurring monthly expenses apart from rent are approximately \$500.00, comprised of \$300.00 for food, \$100.00 for internet and telephone, and \$100.00 for transportation. She is not carrying any credit card debt. On her own evidence, the Tenant has a monthly surplus of approximately \$436.11 after paying the lawful monthly rent of \$2,063.89 and her other monthly expenses. I find this surplus is sufficient to support the proposed monthly payment of \$350.00 toward the arrears while leaving a modest buffer for unexpected variation in expenses.
11. At the hearing, the Tenant proposed a repayment plan consisting of a payment of \$463.89 on March 8, 2026, followed by payments of \$350.00 on or before the 15th day of each month commencing April 15, 2026. As this order is issued after both of the first two proposed payment dates have passed, those payments are not capable of being incorporated into the schedule below as future-dated conditions.
12. To give effect to the Tenant's proposal in a workable manner from the date of issuance, the schedule below requires the Tenant to pay the first three instalments: \$463.89, \$350.00, and \$350.00, totalling \$1,163.89, on or before May 15, 2026, with the remaining \$350.00 monthly instalments continuing on the 15th of each month thereafter and a smaller final payment to clear the balance. In addition, as the lawful monthly rent for April 1, 2026 and May 1, 2026 fell due after the arrears period covered by this order, the Tenant shall pay those two months of rent on or before May 15, 2026.
13. The Landlord opposed the payment plan and sought a standard order on the basis that the Tenant has been subject to repayment conditions in the past. I have considered this submission, but in the circumstances of this case it is not sufficient on its own to deny relief. The Tenant provided a credible explanation for the arrears that is rooted in a specific and now-resolved family medical circumstance. The Tenant has also paid \$5,727.78 to the Landlord since the

application was filed, which I treat as meaningful evidence of her present ability and willingness to maintain payments toward both ongoing rent and the arrears.

14. Weighing the circumstances of both parties, including the length of the tenancy, the presence of a young child in the household, the Tenant's restored income, and the absence of evidence of specific prejudice to the Landlord if a payment plan is granted, I am satisfied that the Tenant's proposed payment plan is realistic, grounded in the evidence of her current financial situation, and not unduly prejudicial to the Landlord. It would not be unfair to grant relief from eviction on that basis.

It is ordered that:

1. The Tenant shall pay to the Landlord \$2,713.78 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:

May 15, 2026	\$1,163.89
June 15, 2026	\$350.00
July 15, 2026	\$350.00
August 15, 2026	\$350.00
September 15, 2026	\$350.00
October 15, 2026	\$149.89

3. The Tenant shall also pay to the Landlord the lawful rent for April 2026 and May 2026, totalling \$4,127.78, on or before May 15, 2026.
4. 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 October 1, 2026, or until the arrears are paid in full, whichever date is earliest.
5. 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.

May 12, 2026
Date Issued

Colin Elsby
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.