



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

File Number: LTB-L-019518-26

In the matter of: 1105, 202 MCNAY ST
LONDON ON N5Y4X1

Between: London and Middlesex Community Housing Landlord

And

Ronnie Chisholm Tenant

London and Middlesex Community Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Ronnie Chisholm (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 13, 2026.

The Landlord's legal representative, Shieaba Sadat 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 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 \$596.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$19.59. This amount is calculated as follows: \$596.00 x 12, divided by 365 days.
5. The Tenant has paid \$1,303.27 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2026 are \$972.73.
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 \$596.00 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 \$10.66 is owing to the Tenant for the period from July 7, 2025 to May 13, 2026.

Relief from eviction

10. At the hearing, only the Landlord's legal representative was present, although the Tenant had initially signed into the hearing. The Landlord's legal representative advised that she spoke privately with the Tenant and that the parties reached an agreement regarding a payment plan for the arrears owing. However, after the Tenant was returned from the private breakout room to the main hearing session, the Tenant disconnected from the hearing. The Landlord's legal representative submitted that both she and the Landlord attempted to contact the Tenant and have the Tenant rejoin the hearing, but those attempts were unsuccessful, and the Tenant did not return to the hearing.
11. The Landlord's legal representative requested that the Board grant the payment plan discussed with the Tenant. I am satisfied that granting the payment plan would not prejudice the Tenant, as the alternative remedy available to the Landlord would be to request a standard eviction order enforceable after 11 days. In contrast, the proposed payment plan provides the Tenant with additional time to repay the arrears while preserving the tenancy. Further, the request for the payment plan is consistent with the parties' prior discussions and reflects an effort to facilitate repayment of the arrears without immediate termination of the tenancy.
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 **\$1,158.73** for arrears of rent up to **May 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:

Amount	Date
\$390.00 (arrear & costs)	June 1, 2026
\$390.00 (arrears)	July 1, 2026
\$378.73 (arrears)	August 1, 2026

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 August 31, 2026**, 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 **May 31, 2026**.

May 14, 2026
Date Issued

Christina Philp
Member, Landlord and Tenant Board

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