



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

File Number: LTB-L-065806-25

In the matter of: 206, 191 NONQUON RD
OSHAWA ON L1G3S3

Between: CAPREIT LIMITED PARTNERSHIP Landlord

And

AMINA GARBA Tenant

CAPREIT LIMITED PARTNERSHIP (the 'Landlord') applied for an order to terminate the tenancy and evict AMINA GARBA (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 Representative Jason Paine and the Tenant attended the hearing.

Preliminary Issue:

1. The Tenant requested an adjournment as her representative from Tenant Duty Counsel was unavailable to attend the hearing. The Tenant further explained that Tenant Duty Counsel from her region had also not attended today.
2. The Landlord's Representative did not consent to the adjournment and submitted that today's hearing is the third hearing date and the Member at the last hearing made this hearing date peremptory on the Tenant.
3. I explained to the Tenant at the hearing that Tenant Duty Counsel is a service provided by Legal Aid Ontario and that there is no guarantee that Tenant Duty Counsel will attend a hearing.
4. Based on the two prior adjournments, the prior Member noting this hearing peremptory on the Tenant and that there is no guarantee that Tenant Duty Counsel will attend a hearing, I denied the adjournment request and proceeded to hear the merits of the application.

Determinations:

5. 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.

6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$2,111.89. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$69.43. This amount is calculated as follows: \$2,111.89 x 12, divided by 365 days.
9. The Tenant has paid \$13,451.78 to the Landlord since the application was filed.
10. The rent arrears owing to May 31, 2026, are \$6,396.00.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. There is no last month's rent deposit.
13. The Landlord is seeking a standard order terminating the tenancy, with an eviction date 11 days from the date of this order.
14. The Tenant is seeking to preserve her tenancy and requested a repayment plan in the amount of \$200.00 per month and explained that this is the maximum that she could afford.
15. The Tenant testified that she and her 5-year-old daughter live in the unit and her source of income is ODSP. She further testified that she is currently undergoing dialysis and is not in a position to be able to vacate the unit.
16. Balancing the interests and prejudices to each of the parties, I find that the repayment of the arrears by way of the Tenant's proposed payment plan is reasonable based on her circumstances. This will allow the Tenant's housing to be preserved, and repayment can be made with prejudice to the Landlord alleviated by allowing the Landlord to apply to the Board for termination of the tenancy without further notice to the Tenant in the event the Tenant fails to comply with the conditions in this Order.
17. 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 \$6,582.00 which represents the amount of rent owing up to May 31, 2026 and the cost of filing the application.
2. The Tenant shall pay this amount to the Landlord as follows:

The Tenant shall pay to the Landlord \$200.00 per month on the 20th day of each month starting June 20, 2026 and continuing on until January 20, 2029 inclusive, and a final payment on February 20, 2029 in the amount of \$182.00.

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 of June 1, 2026, through to February 1, 2029, 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 20, 2026
Date Issued

Brenda Mercer
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.