



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

File Number: LTB-L-014571-26

In the matter of: 608, 1315 BOUGH BEECHES BLVD
MISSISSAUGA ON L4W4A1

Between: 1315 Bough Beeches Boulevard Limited Landlord

And

Sindy Shoy Tenant

1315 Bough Beeches Boulevard Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Sindy Shoy (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 6, 2026.

The Landlord's legal representative Sabrina Marchionne 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). 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 \$1,403.56. It is due on the 1st day of each month.
4. The rent arrears owing to May 31, 2026 are \$2,974.24.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. Accordingly, the total amount the Tenant owes the Landlord is \$3,160.24.
7. The Landlord wanted to enter into a possible consent agreement with the Tenant on the basis that the arrears could be repaid within a reasonable period of time.

8. The Tenant submitted that while she disputes the arrears as arising in part from multiple above guideline increases (AGI's) and being off work for medical related reasons. She has contacted a legal clinic for review of the past (AGI) orders to confirm accuracy of the Landlord's claims.
9. The Tenant was advised that as the first AGI order stems back to 2021, inevitably she would be out of time to raise issues concerning the lawful rent at this time. And the Tenant did not adduce evidence which would suggest the rent arrears as claimed by the Landlord were inaccurate.
10. The Landlord evidenced a breakdown of all increases by year from November 2021 to 2026 as outlined in DOC-7902327.
11. The Tenant proposed a \$50.00 payment towards the repayment of arrears until she is back at work noting financial hardships with reduced income from disability benefits since January 2025.
12. The Tenant submitted that her monthly benefits are \$2,652.24 and has a number of variable reoccurring expenses as connected to groceries and medical expenses – the difference of what is not covered by her insurer. The Tenant also has obligations for the repayment of credit card balances for which she must make a minimum payment of \$300.00 per month.
13. As of the hearing, there is no definitive return to work date. The Tenant submitting that she is hopeful that she will be returning to work but could not predict what her medical state and situation will be in the coming weeks. She wishes to preserve her tenancy.
14. The Landlord sought a standard order for arrears of rent and eviction noting that the Tenant moves her finances around to stay afloat, that as of the current day there is insufficient income to maintain the tenancy. That the \$50.00 repayment per month as offered by the Tenant was insufficient and would create a further prejudice as the arrears as claimed are long standing.

Relief from eviction

15. 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.
16. In arriving at my determination, I have considered the submissions of the parties. I note that the Landlord's ledger as evidenced by the Tenant in DOC-7886281 sets out that this tenancy commenced on November 1, 2004, this is a long-standing tenancy, and the Tenant has made an effort to pay down the balance as outstanding. I also take note that while the Tenant is currently on medical leave, once back at work her income will increase to permit the repayment of the arrears of rent and in turn preserve her tenancy. However, should she not comply

with the terms as outlined below, the Landlord may seek an order from the Board pursuant to section 78 of the Act to terminate the tenancy and evict the Tenant.

17. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Tenant shall pay to the Landlord \$3,160.24 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:
 - \$50.00 on or before June 20, 2026;
 - \$50.00 on or before July 20, 2026;
 - \$50.00 on or before August 20, 2026;
 - \$150.00 on or before September 20, 2026,
 - \$150.00 on or before October 20, 2026,
 - \$150.00 on or before November 20, 2026,
 - \$250.00 on or before December 20, 2026,
 - \$250.00 on or before January 20, 2027,
 - \$250.00 on or before February 20, 2027;
 - \$300.00 on or before March 20, 2027;
 - \$300.00 on or before April 20, 2027;
 - \$300.00 on or before May 20, 2027;
 - \$300.00 on or before June 20, 2027;
 - \$300.00 on or before July 20, 2027; and
 - \$310.24 on or before August 20, 2027.
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 2026 to August 2027, 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 19, 2026
Date Issued

Alicia Johnson
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.