



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ong v Bain, 2026 ONLTB 40842

Date: 2026-05-29

File Number: LTB-L-018390-26

In the matter of: 1, 118 TYLOR CRESCENT
OSHAWA ON L1H5E9

Between: Karl Ong Landlord

And

Amber Bain Tenant

Karl Ong (the 'Landlord') applied for an order to terminate the tenancy and evict Amber Bain (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 12, 2026 at 4:14 p.m.

The Landlord Karl Ong and the Tenant Amber Bain 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 \$2,200.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: \$2,200.00 x 12, divided by 365 days.
5. The Tenant has paid \$1,200.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2026 are \$8,400.00.
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 \$2,200.00 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.

Relief from Eviction

9. The remaining issue is whether or not it would be unfair to grant any form of relief from eviction pursuant to subsection 83(1) of the *Residential Tenancies Act, 2006* (the 'Act'). In making this determination, I am required to consider the circumstances of both parties including whether the Landlord has attempted to negotiate an agreement with the Tenant including terms of payment for the tenant's arrears.
10. I accept the Landlord attempted to negotiate an agreement to repay; I further accept that this effort has resulted in repayment of a portion of the arrears. The Landlord submitted into evidence a detailed rent ledger which provides the amount of rent due, the amount paid, and the balance owed for the duration of the tenancy. The rent ledger and L1/L9 Information Update Sheet support that the Tenant has been making additional repayments of \$400.00 per month, each month, since March 1, 2026 towards the arrears. I find those payments have been consistent and consecutive.
11. Despite the Tenant's constrained income, the Tenant submitted that the Tenant could repay the arrears over a period of time as she and her partner are employed full time and earn approximately \$8,000.00 per month. The Tenant proposed a repayment plan of \$400.00 per month until the balance of arrears is repaid in full.
12. The Tenant works as a server, is mainly remunerated in cash via tips, and at the hearing was willing to present evidence of her quantity of cash on hand to support her testimony regarding her ability to repay. I determined that this was not appropriate, but given the circumstances permitted the Tenant to make a post-hearing submission to verify her source of income and employment. The Tenant submitted into evidence a letter dated May 13, 2026 from her employer confirming her employment and contemporaneous bank records showing cash flow from February 1, 2026 to April 30, 2026. The Tenant further submitted into evidence a letter dated May 12, 2026 from her partner's employer confirming his employment.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of *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. In my view, it would not be unfair to provide conditional relief from eviction in the form of a repayment plan if there is realistic repayment plan that is not unduly prejudicial to the Landlord. Such a plan would require the Tenant to make payments that would stop the arrears from escalating and restore the tenancy to good standing within a reasonable period of time. Such a plan would also provide the Landlord with recourse if the Tenant cannot abide by the terms of repayment.
15. The remaining question is whether the Tenant's repayment plan would restore the tenancy to good standing within a reasonable period of time. As to what is reasonable, every case turns on its facts and the Board has in appropriate cases provided lengthy repayment periods such as the 108-month repayment period in TSL-08353-19-SA (Re), 2020 CanLII

31389 (ON LTB). Although this is an extreme example, I find in this case, it would not be unfair to grant relief from eviction subject to the condition(s) 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 \$8,586.22 for arrears of rent up to May 31, 2026. This includes the filing fee that that Landlord is entitled to, to cover the costs of the application.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

<u>Date</u>	<u>Amount</u>
June 15, 2026	\$400.00
July 15, 2026	\$400.00
August 15, 2026	\$400.00
September 15, 2026	\$400.00
October 15, 2026	\$400.00
November 15, 2026	\$400.00
December 15, 2026	\$400.00
January 15, 2027	\$400.00
February 15, 2027	\$400.00
March 15, 2027	\$400.00
April 15, 2027	\$400.00
12 May 15, 2027	\$400.00
June 15, 2027	\$400.00
July 15, 2027	\$400.00
August 15, 2027	\$400.00

<u>Date</u>	<u>Amount</u>
September 15, 2027	\$400.00
October 15, 2027	\$400.00
November 15, 2027	\$400.00
December 15, 2027	\$400.00
January 15, 2028	\$400.00
February 15, 2028	\$586.00

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 beginning June 1, 2026 to February 1, 2028, 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 29, 2026
Date Issued

 Greg Witt
 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.