



Order under Section 69 Residential Tenancies Act, 2006

Citation: TORONTO COMMUNITY HOUSING CORP v WILLIAMS, 2026 ONLTB 43903

Date: 2026-06-04

File Number: LTB-L-025178-26

In the matter of: 1, 30 WAKUNDA PL
Toronto ON M4A1A3

Between: TORONTO COMMUNITY HOUSING CORP Landlord

And

DANIELLE WILLIAMS Tenant

TORONTO COMMUNITY HOUSING CORP (the 'Landlord') applied for an order to terminate the tenancy and evict DANIELLE WILLIAMS (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 28, 2026.

The Landlord's Agent, Dale Maingot, 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 \$1,312.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$43.13. This amount is calculated as follows: \$1,312.00 x 12, divided by 365 days.
5. I find that the Tenant has paid \$3,900.00 to the Landlord since the application was filed. While the Tenant submitted they had paid \$3,936.00 since the filing of the application, when the Tenant was asked to provide a breakdown of the payments they made, the provided payments totalled \$3,900.00 made between March 20, 2026 (the day the application was filed) and the hearing date. It is unclear where the Tenant's assertion of this additional \$36.00 in payments comes from.

6. The rent arrears owing to May 31, 2026 are \$28,069.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. The Landlord seeks a termination of the tenancy as the rent arrears are substantial and the Landlord does not believe the tenancy is viable. The Tenant moved into the rental unit in 2020 and has been arrears for the vast majority of the tenancy. The Landlord submits they have waited a long period of time for the Tenant to take corrective steps in relation to the rent arrears, including since the N4 notice of termination was served in February, 2024, and the Tenant has failed to act for a prolonged period of time.
10. The Landlord made a payment plan with the Tenant in 2024 to address arrears, but the Tenant breached it and has not followed through on paying down the rent arrears, resulting in this large balance. The Landlord is concerned that further delay will cause prejudice to other parties waiting for a subsidized housing unit, and further the Landlord is concerned that the Tenant's other debts may take priority to the payment of the debt to the Landlord if the tenancy is not terminated, causing the Landlord further prejudice.
11. The Tenant submits that a payment plan is appropriate in the circumstances. The Tenant testified she has 4 children ages 6, 11, 13, and 18 that rely on her as a single parent. The Tenant states that her family will be homeless if evicted. The Tenant works 10 minutes away from the rental unit and it will be more difficult for her to meet her responsibilities if she has to move to a different area. The 13-year-old is also in a special program at their school, located close to the rental unit and this may jeopardized if the Tenant has to move.
12. The Tenant further testified that she came to this rental unit from a domestic violence situation, and their family has previously had to experience shelter situations, and will likely have to again if evicted. The Tenant submits that she has a full-time job and is looking for an extra part-time job to help with rent payments.
13. The Tenant initially submitted that they could make payments of \$50.00 per month on top of the lawful rent in order to pay the rent arrears. When I informed the Tenant I would be unwilling to order a payment plan on that basis as it would take more than 46 years to complete, the Tenant indicated they could actually pay \$200.00 per month. I find that a payment plan in this amount would also be unfair to the Landlord. Given the current arrears, this plan would take more than 11 years to complete.
14. The Tenant in the alternative asked for a year delay in the termination of the tenancy in order to give time to secure alternative accommodations for their family.
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 postpone the eviction until July 31, 2026 pursuant to subsection 83(1)(b) of the Act.
16. I find this delay is appropriate and not unfair to the Landlord in these circumstances, particularly having regard to the children living in the rental unit, in order to give the Tenant time to find new accommodations for their family and save some money for a deposit to assist in doing so. I find that further delay would be unfair to the Landlord given the

significant rent arrears and that the tenancy does not appear to be viable given the volume of arrears and the Tenant's ability to pay them.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$29,567.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$30,879.00 if the payment is made on or before July 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after July 31, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before July 31, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$28,150.64. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$43.13 per day for the use of the unit starting May 29, 2026 until the date the Tenant moves out of the unit.
 7. If the Tenant does not pay the Landlord the full amount owing on or before July 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before July 31, 2026, then starting August 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after August 1, 2026.

June 4, 2026
Date Issued

Benjamin Seigel
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on February 1, 2027 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	\$33,281.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,900.00
Total the Tenant must pay to continue the tenancy	\$29,567.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 31, 2026

Rent Owing To July 31, 2026	\$34,593.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,900.00
Total the Tenant must pay to continue the tenancy	\$30,879.00

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$31,864.64
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,900.00
Total amount owing to the Landlord	\$28,150.64
Plus daily compensation owing for each day of occupation starting May 29, 2026	\$43.13 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	