



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

File Number: LTB-L-022996-26

In the matter of: 801, 44 VALLEY WOODS ROAD
TORONTO ON M3A2R6

Between: TOP OF THE VALLEY APARTMENTS Landlord

And

URSILLA ALLY Tenant
SHAZRA NABIBAKSH
GLENVILLE REMY

TOP OF THE VALLEY APARTMENTS (the 'Landlord') applied for an order to terminate the tenancy and evict URSILLA ALLY, SHAZRA NABIBAKSH and GLENVILLE REMY (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 Legal Representative Sean D Beard and the Tenant Ursilla Ally and a Support person for the Tenant Raymond Ally attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant.

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 \$1,813.63. It is due on the 1st day of each month.
4. The Tenant has paid \$3,671.06 to the Landlord since the application was filed.
5. The rent arrears owing to May 31, 2026 are \$840.04.

6. At the hearing the Tenant disputed the quantum of arrears owing. She testified that after she received a letter from the Landlord setting out the arrears, she requested they provide her with a copy of where she owes them that money and has not received any information from the Landlord so far. The Tenant also confirmed that she had not made any additional payments. She testified that according to her knowledge she is sending a cheque for the same amount according to her lease agreement.
7. The Tenant confirmed receipt of the statement of account and ledger but testified she did not know how to read it.
8. The Landlord cannot prove a negative (that rent has not been paid) therefore, I would expect that as the Tenant is alleging that the quantum sought by the Landlord is incorrect that she would provide some form of proof of additional payments such as cheque copies, or banks records. In this case the Tenant has been provided with the ledger by the Landlord and has not provided proof of any additional payments. Therefore, I am satisfied that the arrears are \$840.04.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. Accordingly, the total amount the Tenant owes the Landlord is \$1,026.04
11. 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.
12. The Tenant testified to an after-tax income of \$6000.00 and sought a payment plan of \$200.00 per month to pay the arrears. I am satisfied that this plan is appropriate as it amounts to a payment plan of less than 6 months and the Landlord did not object to the proposed payment plan.

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,026.04 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:

Date of Payment	Payment Amount
July 1, 2026	\$171.04
August 1, 2026 – December 2026	\$171.00 on or before the 1 st of each month

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 July 1, 2026, to December 1, 2026, or until the arrears are paid in full, whichever date is earliest. If the Tenant has not paid the lawful month rent for the month of June 2026 by the date of this order the Tenant shall pay it on or before June 30, 2026.
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.

June 24, 2026
Date Issued

Reid Jackson
Member, Landlord and Tenant Board

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