



Order under Section 69 Residential Tenancies Act, 2006

Citation: Mwamba v Williams, 2026 ONLTB 518

Date: 2026-01-08

File Number: LTB-L-095967-25

In the matter of: BASEMENT, 45 SABBE CRES
AJAX ON L1T4E3

Between: Antonio Mwamba Landlord

And

Dahlia Williams Tenant

Antonio Mwamba (the 'Landlord') applied for an order to terminate the tenancy and evict Dahlia Williams (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 16, 2025. The Landlord and the Landlord's representative, Taff Butters, attended the hearing. As of 1:42 pm, the Tenant was not present or represented at the hearing, although served with notice of this hearing. The Landlord testified that upon receiving the Notice of Hearing on December 4, 2025, he immediately notified the Tenant of this hearing through a face-to-face discussion with the Tenant at the residential complex on December 4, 2025. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End the 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 not made any payments since the application was filed.
6. The rent arrears owing to December 31, 2025 are \$28,464.20.
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 testified that he texted the Tenant every month since the arrears started to accrue in December 2024, in an effort to negotiate a repayment plan for the arrears; however, the Tenant never responded to his text messages. The Landlord asserted that the significant arrears are causing him serious financial hardship.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. The Landlord was not aware of any circumstances that should be considered in a determination of whether to provide the Tenant with eviction relief, nor was the Tenant or their representative present at the hearing to provide submissions with respect to the Tenant's relief from eviction. For these reasons, it would be unfair to the Landlord to grant the Tenant with any eviction relief. I am satisfied that an expedited eviction for this tenancy is not warranted.

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:**
 - \$30,850.20 if the payment is made on or before January 19, 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 January 19, 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 January 19, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$27,607.48. 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 \$72.33 per day for the use of the unit starting December 17, 2025 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 January 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 20, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before January 19, 2026, then starting January 20, 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 January 20, 2026.

January 8, 2026

Date Issued

Frank Ebner

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 July 20, 2026 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 January 19, 2026

Rent Owing To January 31, 2026	\$30,664.20
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$30,850.20

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

Rent Owing To Hearing Date	\$27,421.48
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$27,607.48
Plus daily compensation owing for each day of occupation starting December 17, 2025	\$72.33 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	