



Order under Section 69 Residential Tenancies Act, 2006

Citation: Puri v Edemakhiota, 2026 ONLTB 1212

Date: 2026-01-05

File Number: LTB-L-063122-25

In the matter of: 622, 251 MANITOBA ST
ETOBICOKE ON M8Y0C7

Between: Sunil Puri Landlord

And

Francis Alex Owens Edemakhiota Tenant

Sunil Puri (the 'Landlord') applied for an order to terminate the tenancy and evict Francis Alex Owens Edemakhiota (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application)
- the Tenant

This application was heard by videoconference on December 10, 2025.

The Landlord, the Landlord's legal representative, Sahir Jamal, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, if the Tenant voids the L1 portion of the order, the tenancy will continue subject to the conditions in this order.

L1 Application

2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$2,600.00. It is due on the 1st day of each month.

5. Based on the Monthly rent, the daily rent/compensation is \$85.48. This amount is calculated as follows: \$2,600.00 x 12, divided by 365 days.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to December 31, 2025 are \$22,400.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$2,600.00 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.
10. Interest on the rent deposit, in the amount of \$39.89 is owing to the Tenant for the period from May 1, 2025 to December 10, 2025.
11. 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.
12. The Tenant fell into arrears because they lost their job in November 2024. They state they have secured new employment beginning January 5, 2026 and propose a payment plan of \$1,000.00 per month from February 2026 to August 2026, when payments would increase to \$2,000.00. Unfortunately, as a results of the many inconsistencies in the Tenant's testimony relating to the requested payment plan and his new employment, I find it is not credible. Additionally, a summary budget analysis conducted in the hearing projected a surplus of income over expenses of \$7,790.00 per month, but the Tenant was unwilling to commit more than \$1,000 and initially and \$2,000 beginning in August 2026 to arrears payments. It is not reasonable to request a payment plan with less than 30% of available funds committed to the arrears.
13. The Landlord is experiencing financial stress after 8 months without payment. The Tenant requests an extension to the end of January if the payment plan is not approved so that they will have received their first pay cheque to cover hotel costs after the tenancy is terminated. While the termination date in this order is January 16, 2026, an enforcement date is unlikely to be scheduled before the end of the month.

L2 Application

N5 Notice of Termination

14. On April 15, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).
15. On July 30, 2025, the Landlord gave the Tenant a second N5 notice of termination. The notice of termination contains the following allegations: on May 27, 2025 the property manager reported the Tenant had been causing excessive noise on three occasions

between April 14, 2025 and May 23, 2025 and on July 24, 2025 the Tenant was smoking in the pool area in violation of the condo rules.

16. The rental unit is a condominium unit in a high-rise building. The Tenant has interfered with the Landlord's lawful rights and interests by violating the rules of the condo, resulting in letters from the condo board to the Landlord threatening legal action.
17. The Tenant acknowledges that the noise complaints happened, but that none have occurred since the summer. He attributed the excessive noise to being home more after losing his job and needing to adjust his behaviour.
18. Although the property manager sent the Landlord a notice alleging the Tenant was identified smoking in the pool area, the property manager did not provide evidence and it is unclear how the Tenant was identified as the person smoking in what may have been a crowded area. Video surveillance was referenced in the property manager's notification but was not admitted into evidence. The Tenant says he requested a copy of the video but did not receive it. The Tenant denies the allegation on the basis that he doesn't smoke. I prefer the direct evidence of the Tenant to the unsubstantiated hearsay evidence of the property manager entered through the Landlord and find the Landlord has not proven the Tenant violated the condo rules by smoking in the pool area.
19. As approximately 7 months have passed without noise complaints, I am satisfied that the Tenant is able to comply with a conditional order in relation to this issue.

It is ordered that:

L1 Application – Non-Payment of Rent

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:**
 - \$25,186.00 if the payment is made on or before January 16, 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 16, 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 16, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$18,200.91. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.

6. The Tenant shall also pay the Landlord compensation of \$85.48 per day for the use of the unit starting December 11, 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 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 17, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 16, 2026, then starting January 17, 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 17, 2026.

L2 Application – Interference with Lawful Interest

10. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
11. For a period of one year from the date of this order, the Tenant shall comply with the condo rules regarding quiet enjoyment.
12. If the Tenant fails to comply with the conditions set out in paragraph 11 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

January 5, 2026
Date Issued

Dawn Carr
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 17, 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 16, 2026

Rent Owing To January 31, 2026	\$25,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$25,186.00

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

Rent Owing To Hearing Date	\$20,654.80
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,600.00
Less the amount of the interest on the last month's rent deposit	- \$39.89
Total amount owing to the Landlord	\$18,200.91
Plus daily compensation owing for each day of occupation starting December 11, 2025	\$85.48 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	