



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-035847-25

In the matter of: 1101, 333 SIDNEY BELSEY CRES
NORTH YORK ON M6M0A2

Between: Akelius Canada Ltd Landlord

And

Gregory Ehimagunmwende Tenant

Akelius Canada Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Gregory Ehimagunmwende (the 'Tenant') because the Tenant has been persistently late in paying the Tenant's rent.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on September 3, 2025.

Only the Landlord and the Landlord's representative, Eric Steiman attended the hearing.

As of 10:40 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to reschedule the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy is terminated, eviction is ordered, and compensation is ordered.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

3. On April 7, 2025, the Landlord gave the Tenant an N8 notice of termination deemed served on April 12, 2025. The notice of termination contains the following allegations: the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent was paid late 6 times in the 6 months prior to the notice being issued, namely for November 2024 through to and including April 2025.
4. Since April 2025, the Tenant has paid May and June 2025 rent late, July and August 2025 on time, and at the time of the hearing, there had been no payment made for September.

5. The Tenant's payment history from November 2024 to September 2025 demonstrates a clear pattern of persistent late payment.

Daily compensation, rent deposit

6. The Tenant was required to pay the Landlord \$3,345.55 in daily compensation for use and occupation of the rental unit for the period from July 1, 2025, to September 3, 2025.
7. Based on the Monthly rent, the daily compensation is \$51.47. This amount is calculated as follows: $\$1,565.41 \times 12$, divided by 365 days.
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 \$1,565.41 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$23.05 is owing to the Tenant for the period from February 1, 2025, to September 3, 2025.
10. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from eviction

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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Landlord has established that the Tenant has been persistently late with his rent payments, and the Tenant was not present to provide any information regarding his circumstances which would assist the Board in determining whether it would be fair to grant some form of relief from eviction. In the circumstances, the Landlord's position in not receiving the agreed upon rent puts him in the position of having to come up with money to maintain its responsibilities towards tenants.
12. This order contains all of the reasons within it. No further reasons will be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before January 19, 2026.
2. 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.
3. 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.
4. The Tenant shall pay to the Landlord \$3,345.55, which represents compensation for the use of the unit from July 1, 2025, to September 3, 2025.

5. The Tenant shall also pay the Landlord compensation of \$51.47 per day for the use of the unit starting September 4, 2025, until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$1,588.46 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. The total amount the Tenant owes the Landlord is \$1,943.09.
9. 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.

January 8, 2026
Date Issued

Stephanie Ball
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 of the Tenant 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.