



Order under Section 69 Residential Tenancies Act, 2006

Citation: Brock Dersan Developments Inc. v Nzonteu, 2026 ONLTB 3340

Date: 2026-01-23

File Number: LTB-L-075730-25

In the matter of: 604, 1695 DERSAN ST
PICKERING ON L1X0S8

Between: Brock Dersan Developments Inc. Landlord

And

Jimmy Steve Douanla Nzonteu Tenant

Brock Dersan Developments Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Jimmy Steve Douanla Nzonteu (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 7, 2026.

The Landlord's Legal Representative, Howard Levenson, 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 \$6,205.31. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$204.01. This amount is calculated as follows: \$6,205.31 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 January 31, 2026 are \$55,847.79.
7. The rent arrears owing to the Landlord are more than the LTB's monetary jurisdiction. Under subsection 207(1) of the *Residential Tenancies Act, 2006* (the 'Act') the LTB may order payment up to \$50,000.00. Proceeding with this application at the LTB extinguishes

any rights the Landlord may have to claim the full amount owing at the LTB or a court. The Landlord was made aware of the LTB's monetary jurisdiction and chose to proceed with this application.

8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.

Relief from Eviction

10. The Landlord is requesting a standard 11-day eviction. The Landlord submits that the Tenant entered into a purchase agreement with the Landlord for the condominium, which was to close on April 8, 2025, however the deal fell through as the Tenant was unable to obtain financing. The Tenant is now in a tenancy agreement with the Landlord and has not paid any rent since May 1, 2025. The Landlord has financial obligations and expenses relating to the rental unit, and the rent arrears owed are already over the Board's monetary jurisdiction. Therefore, any further delay in eviction would severely prejudice the Landlord.
11. The Tenant testified he was not able to get financing for the condominium because of the current real estate market and prices dropping, and the fact that he also lost his job. The Tenant does not make enough money per month to pay the rent for the rental unit. The Tenant acknowledges he needs to vacate but requests the date of termination be extended to May of 2026. The Tenant lives with his wife and four children, who attend school and activities located near the rental unit.
12. The Tenant was served the N4 Notice in person on August 16, 2025, which afforded the Tenant time to start thinking and preparing for alternate living arrangements. Although I can appreciate the Tenant has fallen on hard times and has a family, the Tenant has not paid any rent to the Landlord since May 1, 2025. The Tenant acknowledges he is unable to pay rent moving forward. Any further delay for termination of the tenancy as requested by the Tenant for is too prejudicial to the Landlord as the Board's monetary jurisdiction has exceeded the limit. For all these reasons, a standard order is issued.
13. The Tenant is being ordered to pay \$50,000.00 for rent arrears, plus the Landlord's cost of filing the application, if the Tenant does not void the order. However, if the Tenant chooses to void this order and continue the tenancy, they must pay the full amount of arrears and costs owing to the Landlord.
14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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.

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:

- \$56,033.79 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$62,239.10 if the payment is made on or before February 3, 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 February 3, 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 February 3, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$50,186.00. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The amount the Tenant is ordered to pay, excluding costs, is limited by the LTB's monetary jurisdiction. See Schedule 1 for the calculation of the amount owing.
6. If the Tenant does not pay the Landlord the full amount owing on or before February 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 4, 2026 at 4.00% annually on the balance outstanding.
7. If the unit is not vacated on or before February 3, 2026, then starting February 4, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 February 4, 2026.

January 23, 2026
Date Issued

Paula West Oreskovich
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 August 4, 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 31, 2026

Rent Owing To January 31, 2026	\$55,847.79
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$56,033.79

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 3, 2026

Rent Owing To February 28, 2026	\$62,053.10
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$62,239.10

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

Rent Owing To Hearing Date	\$51,070.55
Application Filing Fee	\$186.00
Total amount owing to the Landlord (limited by monetary jurisdiction)	\$50,186.00