



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

**Citation:** Zhang v Ndakaw, 2026 ONLTB 7499

**Date:** 2026-01-28

**File Number:** LTB-L-092665-25

**In the matter of:** 852 HEPBURN RD  
MILTON ON L9T0L2

**Between:** Zhe Zhang Landlord

**And**

Agbor Ndakaw Tenant

Zhe Zhang (the 'Landlord') applied for an order to terminate the tenancy and evict Agbor Ndakaw (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on January 19, 2026.

Only the Landlord's legal representative Yan Li and the Landlord attended the hearing.

As of 10:19 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB.

### **Preliminary Issue:**

1. The Landlord's legal representative noted that the Tenant uploaded a request to reschedule to the Tribunals Ontario Portal at 12:12 a.m. the day of the hearing which states: "I am in hospital right now and will be unable to attend the hearing tomorrow, January 19, 2026 at 9:00 a.m." The Tenant requests that the hearing be rescheduled for next month. The Tenant did not contact the Landlord to request to reschedule the hearing and the Landlord was unaware of the request until they noticed in in the portal.
2. The Landlord did not consent to the Tenant's request to adjourn and submitted that the Tenant had not uploaded any proof that they were in hospital and unable to attend the hearing.

3. I denied the Tenant's request because the Tenant did not provide sufficient information to support their request. There is no indication of when the Tenant was hospitalized, and the Tenant did not send an agent to the hearing to request an adjournment on their behalf.

**Determinations:**

4. 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.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$3,300.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$108.49. This amount is calculated as follows:  $\$3,300.00 \times 12$ , divided by 365 days.
8. The Tenant has paid \$9,900.00 to the Landlord since the application was filed.
9. The rent arrears owing to January 31, 2026 are \$3,300.00.
10. The Landlord is entitled to \$0.00 to reimburse the Landlord for administration charges and \$7.00 for bank fees the Landlord incurred as a result of 1 cheque given by or on behalf of the Tenant which was returned NSF.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$3,300.00 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.
13. Interest on the rent deposit, in the amount of \$62.09 is owing to the Tenant for the period from February 27, 2025 to January 19, 2026.
14. The Landlord submitted that the Tenant informed them in September that he was experiencing health issues which were leading to difficulties paying rent. The Tenant has made payments but has not caught up on the arrears of rent. The last payment was made January 9, 2026. The Landlord further submitted that there is another application pending before the LTB for unpaid utilities.
15. The Landlord's representative submitted that the Landlord is experiencing financial hardship because they need to continue making mortgage payments but do not have reliable income from the Tenant. No documentary evidence was submitted.
16. The Landlord requested a standard eviction order. 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 postpone the eviction until February 22, 2026 pursuant to subsection 83(1)(b) of the Act. The Tenant has made payments toward the arrears, including a payment 10 days prior to the hearing, and the Tenant currently

owes one month of rent plus costs. The Landlord's application for unpaid utilities is not before me to consider. The Landlord did not adduce any evidence of financial hardship that would lead me to find that a further two-week delay of eviction would rise to the level of unfairness to the Landlord.

**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:**
  - \$3,493.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

**OR**

- \$6,793.00 if the payment is made on or before February 22, 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 22, 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 22, 2026.**
  5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application and unpaid NSF charges the Landlord is entitled to by \$1,107.78. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$108.49 per day for compensation for the use of the unit starting January 20, 2026 until the date the Tenant moves out of the unit.
  6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
  7. If the unit is not vacated on or before February 22, 2026, then starting February 23, 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 23, 2026.

**January 28, 2026**  
**Date Issued**

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Margo den Haan  
 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 23, 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                                                         | \$13,200.00       |
| Application Filing Fee                                                                 | \$186.00          |
| NSF Charges                                                                            | \$7.00            |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed | - \$9,900.00      |
| <b>Total the Tenant must pay to continue the tenancy</b>                               | <b>\$3,493.00</b> |

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 23, 2026**

|                                                                                        |                   |
|----------------------------------------------------------------------------------------|-------------------|
| Rent Owing To February 28, 2026                                                        | \$16,500.00       |
| Application Filing Fee                                                                 | \$186.00          |
| NSF Charges                                                                            | \$7.00            |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed | - \$9,900.00      |
| <b>Total the Tenant must pay to continue the tenancy</b>                               | <b>\$6,793.00</b> |

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

|                                                                                                                     |                       |
|---------------------------------------------------------------------------------------------------------------------|-----------------------|
| Rent Owing To Hearing Date                                                                                          | \$11,961.31           |
| Application Filing Fee                                                                                              | \$186.00              |
| NSF Charges                                                                                                         | \$7.00                |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed                              | - \$9,900.00          |
| <b>Less</b> the amount of the last month's rent deposit                                                             | - \$3,300.00          |
| <b>Less</b> the amount of the interest on the last month's rent deposit                                             | - \$62.09             |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$(1,107.78)</b>   |
| Plus daily compensation owing for each day of occupation starting January 20, 2026                                  | \$108.49<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                       |