



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-092575-25

In the matter of: 53 BAYARDO DR
OSHAWA ON L1L0V2

Between: Oghenekome Eloho Akpokiere Landlord

And

Jovan Donovan Chung Tenant

Oghenekome Eloho Akpokiere (the 'Landlord') applied for an order to terminate the tenancy and evict Jovan Donovan Chung (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

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 January 19, 2026.

Only the Landlord's Legal Representative, Brittney-Rose Ward, attended the hearing.

As of 10:00 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 adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

L1 Application – Non-Payment of Rent

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 \$3,075.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$101.10. This amount is calculated as follows: \$3,075.00 x 12, divided by 365 days.
5. The Tenant has paid \$3,300.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$15,150.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,850.00 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.
9. Interest on the rent deposit, in the amount of \$170.21 is owing to the Tenant for the period from August 4, 2023 to January 19, 2026.

L2 Application – Persistent Late Payment of Rent

10. On November 17, 2025, the Landlord gave the Tenant an N8 notice of termination deemed served that same day. The notice of termination sets out the rent payment details for 22 months during the period of November 2023 to November 2025. During that time, the Tenant paid the full rent late for 15 months, only partially paid the rent for 4 months, and did not pay any rent for 3 months.
11. After the N8 notice was served the Tenant did not pay the rent for the subsequent months.
12. Having considered the uncontested evidence before me, I am satisfied that the Landlord has proven the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month, and it was not paid on time once in the 22 months set out in the N8 notice. There is no evidence to suggest any confusion regarding when the lawful rent is due or if the Landlord is complacent with late payments.

Relief from Eviction

13. 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.
14. The Landlord's Legal Representative was not aware of any factors pertaining to the tenancy that would lead to a possible delay or denial of eviction.
15. The Tenant has not made any good faith payments in the last two months. The Landlord has attempted to contact the Tenant numerous times regarding their payment history and the arrears to no reply. The Tenant was also not present to provide any submissions regarding their circumstances or any assurances that they will not only be able to pay the rent on time but also pay down the arrears. Given the mounting arrears, and without such assurances, I am not satisfied that a conditional order is appropriate in the circumstances. Therefore, I find it would be unfair to grant relief from eviction.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 8, 2026.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
3. As of the date of the hearing, the Tenant owes the Landlord \$11,161.69. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$101.10 per day for the use of the unit starting January 20, 2026 to the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before February 8, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 9, 2026 at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before February 8, 2026, then starting February 9, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 9, 2026.

January 28, 2026

Date Issued

Fotoula Hatzantonis

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 August 9, 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 as the tenancy is terminated

Rent Owing To January 19, 2026	\$17,295.90
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	-\$3,300.00
Less the amount of the last month's rent deposit	-\$2,850.00
Less the amount of the interest on the last month's rent deposit	-\$170.21
Total amount owing to the Landlord	\$11,161.69
Plus daily compensation owing for each day of occupation starting January 20, 2026	\$101.10 (per day)