



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-077453-25

In the matter of: 283, 12860 Yonge St
Richmond Hill ON L4E1J4

Between: Suzette Gotha Landlord

And

Dickson Arku Tenants
Linda Odoom

Suzette Gotha (the 'Landlord') applied for an order to terminate the tenancy and evict Dickson Arku and Linda Odoom (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on December 9, 2025.

The Landlord, the Landlord's legal representative Jimmy Gangadin, and the Tenant Linda Odoom attended the hearing.

Determinations:

1. Jimmy Gangadin was inadvertently listed as a Landlord on this application. He is, in fact, the Landlord's legal representative. The application is amended to remove his name as an applicant.
2. Katherine Arku, Kirsten Arku, Paulette Arku, and Jeremiah Arku, are not Tenants but rather minors who occupy the rental unit with the Tenants. As such, the application is amended to remove their names as respondents.
3. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
4. As of the hearing date, the Tenants were still in possession of the rental unit.
5. The lawful rent is \$3,200.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$105.21. This amount is calculated as follows: \$3,200.00 x 12, divided by 365 days.

7. The Tenants has not made any payments since the application was filed.
8. The rent arrears owing to December 31, 2025 are \$19,200.00.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.
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 Tenants, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
12. Ms. Odoom testified to the circumstances and finances of the Tenants' household at the hearing. She testified that the other Tenant, Mr. Arku, was hospitalized for several months after suffering a stroke last year. She testified that she is a student, that she is in the process of applying for disability benefits for Mr. Arku, and that the household's primary source of income is currently Ontario Works benefits in the amount of \$1200.00.
13. The income declared by the Tenants at the hearing falls well short of the monthly rent of \$3,200.00.
14. Ms. Odoom advised the board that the Tenants' four children – ages 15, 13, 11 and 6 – also reside in the rental unit.
15. Cinzia Carretta testified at the hearing on behalf of the Landlord. She testified that she engaged with the Tenants about the rent arrears in an attempt to arrive at a payment plan on behalf of the Landlord. Ms. Carretta testified that Ms. Odoom indicated to her that she could only start making payments toward the arrears if she was permitted to stay in the rental unit.
16. I must consider all of the circumstances of the Landlord and the Tenants when deciding whether relief from eviction would be unfair. The arrears accumulated are significant and Ms. Odoom's testimony did not describe any other resources that are available to her. The Tenants have experienced difficulties, but they have not identified a strategy for paying the arrears or even the rent on an ongoing basis. The Tenants have not made a single payment to the Landlord since this application was filed.
17. In these circumstances, it would be unfair to offer relief from eviction in any form. Based on the evidence presented at the hearing, the tenancy is not sustainable.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$22,586.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$25,786.00 if the payment is made on or before February 7, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants has paid the full amount owing as ordered plus any additional rent that became due after February 7, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
 4. **If the Tenants does not pay the amount required to void this order the Tenants must move out of the rental unit on or before February 7, 2026.**
 5. If the Tenants does not void the order, the Tenants shall pay to the Landlord \$17,132.89. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
 6. The Tenants shall also pay the Landlord compensation of \$105.21 per day for the use of the unit starting December 10, 2025 until the date the Tenants moves out of the unit.
 7. If the Tenants does not pay the Landlord the full amount owing on or before February 7, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 8, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before February 7, 2026, then starting February 8, 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 February 8, 2026.

January 27, 2026

Date Issued

Jeremy Henderson

Member, Landlord and Tenants 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 8, 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 Tenants 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	\$22,400.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$22,586.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before February 7, 2026

Rent Owing To February 28, 2026	\$25,600.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$25,786.00

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

Rent Owing To Hearing Date	\$16,946.89
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$17,132.89
Plus daily compensation owing for each day of occupation starting December 10, 2025	\$105.21 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	