



Order under Section 69 Residential Tenancies Act, 2006

Citation: 90 EASTDALE INC. v DIBAYULA, 2026 ONLTB 8028

Date: 2026-01-30

File Number: LTB-L-100849-25

In the matter of: 407, 90 EASTDALE AVE
EAST YORK ON M4C5A2

Between: 90 EASTDALE INC. Landlord

And

EMMANUELITE CHARLENE DIBAYULA Tenants
JOSHUA SLAUNWHITE

90 Eastdale Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Emmanuelite Charlene Dibayula and Joshua Slaunwhite (the 'Tenants') because the Tenants have been persistently late in paying the Tenants' rent.

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

This application was heard by videoconference on January 21, 2026. The Landlord's Legal Representative, Sharon Harris, and the Tenant, Joshua Slaunwhite ('JS'), attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy shall terminate in accordance with the order below.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On November 26, 2025, the Landlord gave the Tenants an N8 notice of termination with a termination date of January 31, 2026 (the 'N8 Notice'). The N8 Notice alleges that the Tenants have persistently failed to pay the rent on the date it becomes due and payable 13 times from November 2024 to November 2025.

Persistently Late

4. The rent is due on the 1st day of each month. The details of the late payments as set out in the N8 Notice and as submitted at the hearing are as follows:
 - rent for November to December 2024 was paid late;
 - rent for January to October 2025 was paid late; and
 - rent for November 2025 was not paid at all.
5. The Landlord's Legal Representative submitted that since the N8 Notice was served, rent for November and December 2025 was paid late and the January 2026 rent was only partially paid.
6. JS did not dispute that the Tenants have persistently failed to pay the rent on the date it was due as set out in the N8 Notice. JS also did not dispute that the rents were paid late thereafter and that the rent for January 2026 was not paid in full.
7. Based on the evidence and submissions provided, I find that the Tenants have persistently failed to pay the rent on the date it was due.

Daily Compensation & Filing Fee

8. Based on the monthly rent, the daily compensation is \$58.56. This amount is calculated as follows: \$1,781.15 x 12, divided by 365 days.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction / Section 83 of the Act

10. The Landlord's Legal Representative requested termination of the tenancy on the basis that the tenancy commenced in 2021 and that this is the fifth application before the Board regarding rent issues. The other applications are based on non-payment of rent, one of which is scheduled to be heard in February 2026. It was submitted that the Tenants persistent late payments are prejudicial to the Landlord and create an administrative burden for the Landlord as its staff has to regularly serve letters, notices and file applications because of the Tenants' failure to pay the rent in full and on time.
11. JS was opposed to termination of the tenancy and stated that the Tenants could comply with a conditional order to pay the rent in full and on time, starting March 1, 2026.
12. It was JS evidence that the Tenants have had difficulty paying the rent in full and on time for the past few years due to a number of unexpected circumstances. In this regard, he gave evidence with respect to being indebted to the CRA for a large sum, the passing of 4 family members and having to pay funeral costs as well as losing his employment in October 2025.
13. JS stated that he was given a severance package from his former employer but that only \$1,000.00 remained as of the hearing date. JS had been using his severance to cover the

rent and other expenses as well as the income from his wife, who is the other Tenant, Emmanuelite Charlene Dibayula ('ECD'), which she receives from her part-time job.

14. JS was of the view that the Tenants could comply with an order to pay the rent in full and on time starting March 1, 2026 because he has had several interviews and was confident that he would be receiving a job offer within the next week or two and he expects to earn approximately \$85,000.00 annually.
15. JS stated that if the tenancy were terminated it would negatively impact the Tenants as it would affect JS' ability to work as the jobs he has interviewed for are in the downtown area and he does not have any friends or family that he can stay with in Toronto. In addition, he would likely have to live separately from ECD as she could stay with her family outside of the city but there is not enough room for him there.
16. JS requested at least a month for the Tenants to vacate if the tenancy were terminated as they would need this time to pack their belongings and move out.
17. Based on the evidence and submissions provided, I do not find a conditional order to be appropriate in the circumstances. JS gave evidence during the hearing with respect to the Tenants' current income and their expenses. The Tenants' current income is not enough to cover the monthly rent and their living expenses. While I accept that JS has been trying to secure employment and has been interviewed for positions, he had not secured employment as of the date of hearing and was not able to produce any evidence of a job offer. In light of this, I am not satisfied that the Tenants will be able to comply with a conditional order due to their income.
18. I accept JS evidence that the Tenants will need at least a month to pack and move out as they have lived in the rental unit since 2021 and do not have any friends or family that they can stay with in the city.
19. Accordingly, 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 28, 2026 pursuant to subsection 83(1)(b) of the Act. Any prejudice this delay may cause the Landlord is mitigated by the last month's rent deposit held by the Landlord.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before February 28, 2026.
2. If the unit is not vacated on or before February 28, 2026, then starting March 1, 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 March 1, 2026.
4. The Tenants shall pay the Landlord compensation of \$58.56 per day for the use of the unit starting February 1, 2026 until the date the Tenants move out of the unit.

5. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenants do not pay the Landlord the full amount owing under paragraph 5 of this order, on or before February 28, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

January 30, 2026
Date Issued

Rachel Gibbons
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 Tenants expires on September 1, 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.