



Order under Section 69 Residential Tenancies Act, 2006

Citation: Atlantis Realty Services Inc v Agbonkpolor, 2026 ONLTB 8524

Date: 2026-01-29

File Number: LTB-L-091358-25

In the matter of: 510, 3020 GLENCREST RD
BURLINGTON ON L7N2H2

Between: Atlantis Realty Services Inc Landlord

And

Kendra Agbonkpolor Tenant

Atlantis Realty Services Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Kendra Agbonkpolor (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 15, 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 \$1,959.33. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$64.42. This amount is calculated as follows: $\$1,959.33 \times 12$, divided by 365 days.
5. At the hearing, the Tenant disputed the amount of arrears owing. The Landlord's L1/L9 Update Sheet dated January 6, 2026 listed the arrears owing to January 31, 2026 as \$6,108.50, with the Tenant having paid \$2,932.14. However, the Tenant testified that the update did not take into account a \$1,100.00 additional payment made to the Landlord on or around January 4, 2026, bringing the total the Tenant claims they paid to \$4,032.14.

6. The Tenant then read into the record an email from the Landlord's Agent dated January 12, 2026, that was sent to the Tenant as well as Halton Region (who is providing financial assistance on the Tenant's behalf), stating that the Tenant only owed \$5,008.50. The Tenant was instructed to submit the email to the Board as evidence, to which the Tenant complied at 12:27 p.m.
7. The Landlord's Legal Representative was given the opportunity during the hearing to contact the Landlord to verify the totals submitted in their L1/L9 Update Sheet, but they were unable to get a hold of a Landlord Agent.
8. Given the email submitted by the Tenant was sent by a Landlord Agent after the L1/L9 Update Sheet was completed, and the email takes into account the additional payment made by the Tenant, I am satisfied on the balance of probabilities that the Tenant has paid a total of \$4,032.14 to the Landlord since the application was filed.
9. The rent arrears owing to January 31, 2026 are therefore \$5,008.50.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,959.33 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.
12. Interest on the rent deposit, in the amount of \$25.81 is owing to the Tenant for the period from June 1, 2025 to January 15, 2026.

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 not be unfair to postpone the eviction until February 28, 2026 pursuant to subsection 83(1)(b) of the Act.
14. The Tenant lives in the unit with their 4-year-old child and has recently acquired full-time employment.
15. The Tenant testified they are supposed to be receiving financial assistance from Ontario Works Halton Region, but there have been issues with Halton Region sending payments to the Landlord. The Tenant has contacted Halton Region to inquire about the problem, but the issue has not been resolved.
16. The Tenant further testified that the income from their new job plus the financial assistance from Halton Region will be sufficient to pay the rent.
17. The Landlord's Legal Representative stated that given the Tenant's evidence, the Landlord would be willing to delay the eviction by a few weeks to allow the Tenant time sort out the payment issue with Halton Region.
18. Having considered the parties' evidence and submissions, I find it reasonable in the circumstances to postpone the eviction to provide the Tenant with additional time to address their financial aid situation and try to void the order.

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:**
 - \$5,194.50 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$7,153.83 if the payment is made on or before February 28, 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 28, 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 28, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,216.33. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$64.42 per day for the use of the unit starting January 16, 2026 until the date the Tenant moves out of the unit.
 7. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.
 8. 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.
 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 March 1, 2026.

January 29, 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 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.

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	\$9,040.64
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,032.14
Total the Tenant must pay to continue the tenancy	\$5,194.50

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026

Rent Owing To February 28, 2026	\$10,999.97
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,032.14
Total the Tenant must pay to continue the tenancy	\$7,153.83

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

Rent Owing To Hearing Date	\$8,047.61
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,032.14
Less the amount of the last month's rent deposit	- \$1,959.33
Less the amount of the interest on the last month's rent deposit	- \$25.81
Total amount owing to the Landlord	\$2,216.33
Plus daily compensation owing for each day of occupation starting January 16, 2026	\$64.42 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	