



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

**Citation:** Sunder and Company Inc. v Onyekaba, 2026 ONLTB 11083

**Date:** 2026-02-04

**File Number:** LTB-L-093665-25

**In the matter of:** 506, 180 BOLD ST.  
HAMILTON ON L8P4S3

**Between:** Sunder and Company Inc. Landlord

**And**

Micheal Onyekaba Tenant

Sunder and Company Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Micheal Onyekaba (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 28, 2026.

The Landlord's representative, Jennifer Smith, 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 \$1,563.12. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$51.39. This amount is calculated as follows: \$1,563.12 x 12, divided by 365 days.
5. The Tenant has paid \$1,664.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026, are \$7,014.36.
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 \$1,654.74 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 \$2.67 is owing to the Tenant for the period from January 1, 2026, to January 28, 2026.
10. 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 Tenant 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.
11. Based on the information provided at the hearing, I am satisfied that the Tenant does not have sufficient financial means to pay the rent on an ongoing basis while making meaningful contributions to the arrears. Therefore, the arrears will likely continue to grow as the tenancy continues. In these circumstances, relief in the form of a payment plan would be unfair to the Landlord.
12. The Tenant testified that he came to be in arrears after losing his primary employment in February 2025. He also testified that family members moved from abroad to Canada and that this put a financial strain on him.
13. The Tenant sought a delay until spring, but a lengthy delay would be unfair to the Landlord given the likelihood that the arrears will continue to grow. Therefore, relief is granted in the form of a shorter delay until the end of the current rental period: February 28, 2026. This balances the Tenant's interest in preserving the tenancy with the Landlord's interest in receiving timely payment of the rent and arrears.

**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:**
  - \$8,763.48 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 \$5,418.75. 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 \$51.39 per day for the use of the unit starting January 29, 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.

**February 4, 2026**  
**Date Issued**

---

Jeremy Henderson  
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 February 28, 2026**

|                                                                                        |                   |
|----------------------------------------------------------------------------------------|-------------------|
| Rent Owing To February 28, 2026                                                        | \$10,241.48       |
| Application Filing Fee                                                                 | \$186.00          |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed | - \$1,664.00      |
| <b>Total the Tenant must pay to continue the tenancy</b>                               | <b>\$8,763.48</b> |

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

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing To Hearing Date                                                                                          | \$8,554.16           |
| Application Filing Fee                                                                                              | \$186.00             |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed                              | - \$1,664.00         |
| <b>Less</b> the amount of the last month's rent deposit                                                             | - \$1,654.74         |
| <b>Less</b> the amount of the interest on the last month's rent deposit                                             | - \$2.67             |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$5,418.75</b>    |
| Plus, daily compensation owing for each day of occupation starting January 29, 2026                                 | \$51.39<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |