



Order under Section 69 Residential Tenancies Act, 2006

Citation: SULEMANOVSKI v ACHOLA, 2026 ONLTB 13149

Date: 2026-02-11

File Number: LTB-L-099746-25

In the matter of: B, UPPER UNIT, 61 EBY ST S
KITCHENER ON N2G3K9

Between: SELMAN SULEMANOVSKI Landlord

And

ROSE ACHOLA Tenants
MERCY ADONG

SELMAN SULEMANOVSKI (the 'Landlord') applied for an order to terminate the tenancy and evict ROSE ACHOLA, and MERCY ADONG (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 4, 2026.

The Landlord, the Landlord's support person Dzafer Sulemanovski and the Tenants attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,200.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: \$2,200.00 x 12, divided by 365 days.
5. The Tenants have paid \$4,300.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$8,705.00.

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 \$2,200.00 from the Tenants 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 \$67.02 is owing to the Tenants for the period from November 2, 2024 to February 4, 2026.
10. During the course of the hearing it became apparent that two (2) of the Tenants named in the application were currently ages 18 and 16 respectively. Notwithstanding that both individuals are named in the lease agreement both individuals would have been minors at the time the tenancy agreement was entered into in 2024, and neither individual contributes towards rental payments.
11. The *Residential Tenancies Act, 2006* (the 'Act') defines a Tenant as including a person who pays rent in return for the right to occupy a rental unit. This in combination with the ages at the time of the tenancy agreement. I am not satisfied that they are a Tenant by definition or had the capacity to enter into a lease agreement as minors. As such they will be removed from this application.
12. The Tenants do not dispute the arrears owing. They wish to maintain the tenancy is possible. However, Rose Achola is currently off work and the Tenants' only source of income is Ontario Works and a Child Tax Credit totalling \$2,200.00.
13. The Landlord seeks termination of the tenancy as soon as possible as they have their own bills to pay associated with the rental property and have been dipping into their savings to make those payments.
14. 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. Based on the Tenants' currently monthly income the tenancy is no longer sustainable and to delay eviction any further would be prejudicial to the Landlord and unfair to the Tenants as the arrears will continue to grow. However some additional time to the end of the month will assist the Tenants in finding alternative housing. Although the brief delay is not ideal for the Landlord the Landlord does hold a last month's rent deposit on behalf the Tenants to help mitigate any potential loss the delay may cause.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$8,891.00 if the payment is made on or before February 28, 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 have 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 Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before February 28, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$4,713.30. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$72.33 per day for the use of the unit starting February 5, 2026 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing 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.
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 11, 2026
Date Issued

Sean Ramage
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	\$13,005.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,300.00
Total the Tenant must pay to continue the tenancy	\$8,891.00

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

Rent Owing To Hearing Date	\$11,094.32
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,300.00
Less the amount of the last month's rent deposit	- \$2,200.00
Less the amount of the interest on the last month's rent deposit	- \$67.02
Total amount owing to the Landlord	\$4,713.30
Plus daily compensation owing for each day of occupation starting February 5, 2026	\$72.33 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	