



Order under Section 69 Residential Tenancies Act, 2006

Citation: Drake Property Management v Okafor, 2026 ONLTB 13130

Date: 2026-02-19

File Number: LTB-L-093557-25

In the matter of: 711, 3045 QUEEN FREDERICA DR
MISSISSAUGA ON L4Y3A2

Between: Drake Property Management Landlord

And

Precious Pearl Okafor Tenant

Drake Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Precious Pearl Okafor (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 2, 2026.

The Landlord's Legal Representative Emily Barbati 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 \$1,839.41. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$60.47. This amount is calculated as follows: \$1,839.41 x 12, divided by 365 days.
5. The Tenant has paid \$5,400.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$3,687.02.
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 \$1,743.96 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 \$15.55 is owing to the Tenant for the period from September 1, 2025 to February 2, 2026.

Landlord's Evidence

10. Ms. Barbati testified that owes \$3,873.14, in rent arrears. She stated that since the filing of the application the Landlord has received a payment of \$1,800.00 in December 2025 and a payment of \$1,800.00 in January 2026.
11. She testified that October's rent arrears existed at the time of filing the application and that February 2026 rent remained outstanding as of the hearing date. The Landlord attempted to negotiate a payment plan without a response from the Tenant.
12. The Tenant Ms. Okafor questioned whether December and January payment had been credited, Ms. Barbati confirmed these payments are credited and stated all payments received by the Landlord have been credited to the Tenant in the L1/L9 Update Sheet.

Tenant's Evidence

13. The Tenant testified that she has never been in arrears since 2018. She confirmed December and January rent payment were paid in full. She also stated February rent is delayed but would be paid before Friday February 6, 2026.
14. The Tenant claims she has payment receipts for the months in dispute. No receipts were submitted into evidence. She claims to have disputed the arrears but presented no evidence that she paid the Landlord the outstanding arrears sought.
15. The Tenant testified that she is a full-time student and is awaiting OSAP funding, which has not been released due to a documentation verification. She is currently unemployed at the present time because of school. She stated that the interim rent payments are being covered by a friend, with the payment by her to be covered upon receipt of OSAP.
16. Ms. Okafor testified that she resides with her three children aged 15, 18, and 21. Her monthly expenses include vehicle payment \$395.00, car insurance \$236.00, communications (phone, internet, tv) approximately \$400.00, groceries \$600.00, and gas/transportation expenses no total was provided.
17. Lastly, the Tenant testified that she would seek part-time employment if OSAP is insufficient to cover her arrears and expenses.
18. Ms. Barbati questioned the Tenant on the evidence presented. The Tenant acknowledges she had no confirmed date for her OSAP and that OSAP must also cover her tuition. I will note that the Tenant keep reiterating her commitment to maintaining her tenancy and cure the outstanding arrears.

19. I requested submissions from both parties regarding eviction. The Landlord stated that, based on the Tenant's evidence, the tenancy is financially unstable and the Landlord fears future arrears are likely. The Landlord submits that eviction is appropriate in the circumstances and requested an 11-day standard order. The Tenant submitted that this is not her first time attending school during the tenancy, that OSAP has historically covered her rent, and that she has never defaulted long-term. She states that eviction would cause severe hardship to her and her family. The Tenant proposed that within two months she could resolve the arrears and bring the balance to zero. Lastly, if the Board was considering eviction, she requested a one-year delay.

Analysis

20. Based on the evidence presented, I am satisfied that the Landlord has proven on a balance of probabilities that the Tenant owes the arrears claimed. The Tenant's evidence does not negate the arrears, but I find simply explains a delay in payment.
21. I find that rent arrears of \$3,687.14, plus the \$186 filing fee, are owing as of the hearing date, for a total of \$3,873.14.
22. Although the Tenant disputed aspects of the arrears, she ultimately acknowledged that February rent had not been paid and that arrears existed pending reconciliation from OSAP. The Tenant did not provide documentary evidence showing that the arrears had been paid or that the Landlord's accounting was incorrect.
23. The central issue is whether relief from eviction should be granted under section 83 of the 'Act'. Section 83 requires the Board to consider all the circumstances, including whether the tenancy remains viable and whether eviction would be unfair in the circumstances.
24. Based on the Tenant submission she is currently unemployed, a full-time student, dependant on borrowed fund from a friend/family member, unable to confirm the amount or timing of the OSAP funding and is required to apply OSAP first towards tuition and then school-related expenses.
25. The Tenant testified that even if OSAP is received, it may not cover rent, arrears, tuition, and other household expenses, and that she may need to seek part-time employment in the future to "make up the difference".
26. Although the Tenant proposed to eliminate the arrears within two months, this proposal was entirely contingent on receipt of OSAP without confirming of timing and amount and continued assistance from a third party. The third-party friend/family member did not come to the hearing to testify as to any ongoing financial support they maybe able to provide.
27. Given the tenant's lack of current income, reliance on uncertain funding, and accumulation of arrears, she does not have a stable or reliable means to pay rent going forward. I am choosing to reject the lump sum payment and preserve the tenancy.
28. I find it difficult and unrealistic to accept the Tenant's position, as she did not present any evidence to support her claims. All the potential outcomes proposed by the Tenant are hypothetical and may or may not occur. The Tenant failed to provide any evidence to substantiate these possible outcomes.

29. While I accept that the Tenant has resided in the rental unit since 2018, and has no prior eviction orders, those factors alone do not outweigh the evidence presented by the Tenant establishes that she can no longer sustain to live in the rental unit.
30. I find that eviction will be delayed until March 10, 2026, which is extended from the 11-days sought by the Landlord. I find this will balance the Tenant's circumstances with the Landlord's on-going exposure to arrears.
31. 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 March 10, 2026 pursuant to subsection 83(1)(b) of the Act.

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:**
 - \$3,873.02 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$5,712.43 if the payment is made on or before March 10, 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 March 10, 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 March 10, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$395.04. 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 \$60.47 per day for the use of the unit starting February 3, 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 March 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 11, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before March 10, 2026, then starting March 11, 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 11, 2026.

February 19, 2026

Date Issued

Anthony Bruno

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 11, 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	\$9,087.02
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,400.00
Total the Tenant must pay to continue the tenancy	\$3,873.02

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 10, 2026

Rent Owing To March 31, 2026	\$10,926.43
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,400.00
Total the Tenant must pay to continue the tenancy	\$5,712.43

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

Rent Owing To Hearing Date	\$7,368.55
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,400.00
Less the amount of the last month's rent deposit	- \$1,743.96
Less the amount of the interest on the last month's rent deposit	- \$15.55
Total amount owing to the Landlord	\$395.04
Plus daily compensation owing for each day of occupation starting February 3, 2026	\$60.47 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	