



Order under Section 69 Residential Tenancies Act, 2006

Citation: Walia v Kwofie, 2026 ONLTB 14313

Date: 2026-03-05

File Number: LTB-L-101607-25

In the matter of: 4511, 55 Mercer Street
Toronto ON M5V3W2

Between: Harjot Walia
Baljit Singh Walia

Landlords

And

Jenifer Kwofie

Tenant

Harjot Walia and Baljit Singh Walia (the 'Landlords') applied for an order to terminate the tenancy and evict Jenifer Kwofie (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 9, 2026.

The Landlord, Baljit Singh Walia ("BSW"), the Landlords' Representative Ibifiri Fabian, and the Tenant attended the hearing.

Determinations:

1. The Landlords 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 \$3,400.00.
4. The Tenant claimed that although the lease indicated that the rent was due on the 1st day of each month, she had a conversation with the Landlord, Harjot Walia ("HW") and they agreed to amend the lease to change the rent due date to the 6th of each month. The Tenant testified that no lease amendment was ever signed, and no prorated amount was ever paid to change the rent due date.

5. The Landlords provided a copy of the lease which provided the rent was due on the 1st day of each month.
6. Based on the evidence before me, I am not satisfied that there was an agreement to change the due date of the rent as it was never reduced to writing signed by both parties, and the Tenant never paid the prorated difference between the 1st and the 6th to change the rent due date.
7. As such, I find that the rent is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$111.78. This amount is calculated as follows: \$3,400.00 x 12, divided by 365 days.
9. The Tenant has not made any payments since the application was filed.
10. It was undisputed that the rent arrears owing to February 28, 2026, are \$24,200.00.
11. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlords collected a rent deposit of \$3,400.00 from the Tenant and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
13. Interest on the rent deposit, in the amount of \$127.84 is owing to the Tenant for the period from July 6, 2024, to February 9, 2026.

Relief from eviction

14. The Tenant testified that she could pay ongoing rent as of March 1, 2026. She also testified that she could repay the arrears with a very aggressive payment plan that would have the arrears repaid within 3.5 months. The Tenant testified she could pay \$10,000.00 by the end of February with \$2,500.00 toward the remaining balance on the 10th and 20th of each month until the arrears are paid in full.
15. The Tenant testified that she works as a freelance customer consultant and has recently been able to secure a lot of customer contracts which will enable her to pay such an aggressive repayment plan. The Tenant also testified that she is expecting a personal loan that would enable her to pay the balance. The Tenant did not have any supporting documents due to client confidentiality to support her claims that she was expecting such large sums of money from these client contracts. Nor did the Tenant have documents to support her claims of the personal loan.
16. The Landlords' Representative provided that the Tenant has provided the same or similar promises to pay since December 2025 with no follow through so the Landlords were doubtful of the Tenant's ability to pay. BSW testified that they are on the verge of bankruptcy and are potentially going to have to sell the rental unit due to the Tenant's failure to pay rent.
17. I am not satisfied that the Tenant has the ability to support the payment plan proposed. I am not persuaded by the evidence provided by the Tenant. The payment plan provided

by the Tenant was a very aggressive payment plan and the evidence provided by the Tenant was minimal with no supporting documentary evidence that she has the ability to support such an aggressive repayment plan.

18. Unfortunately, I am not persuaded that the Tenant has the ability to sustain such an aggressive repayment plan.
19. However, based on the Landlords having a last month's rent deposit I do find it fair to delay the eviction date to the end of March, this will allow the Tenant time to arrange for the personal loan she had discussed or to find new housing.
20. As such, 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 31, 2026, pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlords 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 Landlords or to the LTB in trust:**
 - \$27,786.00 if the payment is made on or before March 31, 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 31, 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 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlords \$18,464.18. 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 Landlords 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 Landlords compensation of \$111.78 per day for the use of the unit starting February 10, 2026, until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlords the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 31, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 31, 2026, then starting April 1, 2026, the Landlords 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 Landlords on or after April 1, 2026.

March 5, 2026

Date Issued

Nicole Pedron

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 October 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 March 31, 2026

Rent Owing To March 31, 2026	\$27,600.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$27,786.00

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

Rent Owing To Hearing Date	\$21,806.02
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,400.00
Less the amount of the interest on the last month's rent deposit	- \$127.84
Total amount owing to the Landlords	\$18,464.18
Plus daily compensation owing for each day of occupation starting February 10, 2026	\$111.78 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	