



Order under Section 69 Residential Tenancies Act, 2006

Citation: SU v RAPHF & CO., 2026 ONLTB 20044

Date: 2026-03-13

File Number: LTB-L-104969-25

In the matter of: 31 ROWATSON RD
SCARBOROUGH ON M1E1K2

Between: Yan Su, Estate Trustee for the Estate of Landlord
Remus Bureta

And

Omohzophia Raphael Okugbule Tenant

Yan Su, Estate Trustee for the Estate of Remus Bureta, (the 'Landlord') applied for an order to terminate the tenancy and evict Raphf & Co and Omohzophia Raphale Okugbule (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 25, 2026.

The Landlord's Estate Trustee, Lily Zeng, the Landlord's Agent and the Tenant attended the hearing.

Determinations:

1. The application was amended to reflect the Estate Trustee for the deceased Landlord, as reflected on the style of cause of this order. Raphf & Co. is removed as a party because the corporation does not meet the definition of tenant.
2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit. There was evidence about the Tenant being out of the country, however, I find this is not a situation where the Tenant assigned or sublet the rental unit. The Tenant has control and access to the rental unit despite possibly having roommates and/or occupants. The Tenant having lawful possession of the rental unit, even as a property manager of the Landlord, meets the definition of Tenant and is in lawful possession of the rental unit.

4. The lawful rent is \$3,200.00. It is due on the 1st day of each month.
5. Based on the monthly rent, the daily rent/compensation is \$105.21. This amount is calculated as follows: \$3,200.00 x 12, divided by 365 days.
6. The Tenant has not made any payments since the application was filed.
7. The Landlord indicated in testimony that rent was waived for August 2025.
8. The rent arrears owing to February 28, 2026, are \$22,400.00. This factors in the credit applied to the Tenant's arrears waived for August 2025 rent period.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$3,200.00 from the Tenant and this deposit is still being held by the Landlord. Even though there were discussions about applying deposit to the July 2025 rent period, the rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
11. Interest on the rent deposit, in the amount of \$14.18 is owing to the Tenant for the period from December 11, 2025, to February 25, 2026.
12. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
13. The Tenant admitted that it would be difficult for him to continue to pay the amount of rent being charged, although if he could afford to pay it, he would stay. He said he is considering moving out and says that is why he has not paid rent. He provided no other information which indicates it would be unfair to grant relief from eviction.
14. The Tenant raised issues related to the conduct of the Landlord's Trustee and their interaction with his occupants/roommates in the rental unit. This is not an issue that the Tenant raises under section 82 of the Act, therefore were not considered.
15. This order contains all of the reasons within it. No further reasons will be issued.

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:**
 - \$25,786.00 if the payment is made on or before March 24, 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 24, 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 24, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$18,802.07. 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 \$105.21 per day for the use of the unit starting February 26, 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 24, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 25, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 24, 2026, then starting March 25, 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 25, 2026.

March 13, 2026

Date Issued

Stephanie Ball

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 25, 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 24, 2026

Rent Owing To March 31, 2026	\$25,600.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$25,786.00

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

Rent Owing To Hearing Date	\$21,830.25
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,200.00
Less the amount of the interest on the last month's rent deposit	- \$14.18
Total amount owing to the Landlord	\$18,802.07
Plus daily compensation owing for each day of occupation starting February 26, 2026	\$105.21 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	