



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

File Number: LTB-L-092666-25

In the matter of: 852 HEPBURN RD
MILTON ON L9T0L2

Between: zhe Zhang Landlord

And

Agbor Ndakaw Tenant

zhe Zhang (the 'Landlord') applied for an order to terminate the tenancy and evict Agbor Ndakaw (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant

This application was heard by videoconference on February 10, 2026.

Only the Landlord attended the hearing. Dieu Donne Ajwo attended the hearing on behalf of the Tenant; however, he provided no authorization from the Tenant to represent the Tenant. As such, he was not permitted to represent the Tenant during the merits of the hearing; however, I considered his submissions with respect to a request to adjourn the hearing, as set out below.

Preliminary issue:

1. Dieu Donne Ajwo ("DDA") attended the hearing to request an adjournment on behalf of the Tenant. He submitted that the Tenant was very sick and in an ICU in a hospital in Maryland, USA. He also stated that he had visited the Tenant two days before the hearing and the Tenant authorized DDA to represent the Tenant at the hearing. DDA provided no written authorization from the Tenant, nor did he contact the Tenant during the hearing, as prompted to do, in order to provide authorization by telephone or video call. As such, I was not satisfied that DDA was authorized to represent the Tenant, and he was not permitted to represent the Tenant.
2. I also note that on February 2, 2026, the Tenant had requested a rescheduling of the hearing, stating that the Tenant was out of the country for a serious medical check up. The doctor's note dated January 30, 2026, filed in support of his request to reschedule, stated that the Tenant was referred to a specialist overseas and would be out of country from February 3, 2026 to March 30, 2026. A note from a different doctor stated that the Tenant

was seen by that doctor on January 28, 2026, and the Tenant was totally disabled and would be totally disabled until March 30, 2026.

3. The Landlord opposed the adjournment. According to the Landlord, the Tenant also failed to attend a hearing of the Landlord's application to terminate the tenancy for non-payment of rent LTB-L-092665-25, on January 19, 2026, on the grounds that the Tenant was in the hospital. The Landlord submitted into evidence an order of the LTB, file # LTB-L-092665-25 issued on January 28, 2026, wherein a request to reschedule the hearing on January 19, 2026 was denied due insufficient information supporting the request to reschedule/adjourn.
4. Based on the evidence and submissions before me, I denied the Tenant's request to adjourn. I found that the doctor's notes were inconsistent and also conflicted with the submissions of DDA. As such, I was not satisfied that the Tenant provided credible reasons as to why he could not participate in the hearing.

Determinations:

5. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy.
6. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

Substantial interference

7. On October 8, 2025, the Landlord gave the Tenant an N5 notice of termination. The termination date set out in the notice of termination is October 31, 2025. The notice of termination contains the following allegations:

The Tenant did not pay the utility bill in the amount of \$547.26 by the due date of June 25, 2025. The Landlord had to pay this amount in order to prevent late penalties.

8. The Tenant did not pay the utility bill to the Landlord within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
9. As such, I find that the Tenant substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord.
10. The Landlord did not seek payment of the utility bill in this application, as the Tenant subsequently paid the bill.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including the fact that the utility bill had been paid, and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to

subsection 83(1)(a) and 204(1) of the Act. Termination of a tenancy is a remedy of last resort. The Tenant will have an opportunity to save his tenancy provided he complies with order below.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. For the next twelve consecutive months, starting from the date of this order, the Tenant shall pay the utility bills on time, as they come due, on or before the due date set out on the particular invoice.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the Act for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.
6. If the Tenant does not pay the Landlord the full amount owing on or before March 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 23, 2026 at 4.00% annually on the balance outstanding.

March 11, 2026

Date Issued

Jana Rozehnal

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.