



Order under Section 69 Residential Tenancies Act, 2006

Citation: Mehta v Okeke, 2026 ONLTB 27009

Date: 2026-03-31

File Number: LTB-L-104524-25

In the matter of: 579 NORTHCLIFFE BLVD
YORK ON M6E3L6

Between: Yauhan Mehta Landlord

And

Ronaldo Okeke Tenants
Roberto Okeke
Anmol Rattan

Yauhan Mehta (the 'Landlord') applied for an order to terminate the tenancy and evict Ronaldo Okeke, Roberto Okeke and Anmol Rattan (the 'Tenants') because:

- the Tenant did not pay the rent that the Tenant owes (the 'L1 Application'); and
- the Tenant has been persistently late in paying the Tenant's rent; (the 'L2 Application').

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement (the 'Section 88.2 Claim').

This application was heard by videoconference on January 28, 2026.

The Landlord, the Landlord's legal representative Arezoo Hosseini and the Tenant Ronaldo Okeke attended the hearing.

Determinations:

L1 Application – Non-Payment of Rent

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 \$3,200.00. It is due on the 1st day of each month.
4. 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.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$19,500.00.
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 \$3,200.00 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 \$113.32 is owing to the Tenants for the period from August 1, 2024 to January 28, 2026.

L2 Application – Persistent Late Payment of Rent

10. The Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The Tenants failed to pay the rent on the date it was due 5 times in the 5 months preceding the Landlord's application. The Tenants made a partial payment in July 2025 and failed to make any subsequent rent payments.
11. The Tenants have continued to not pay their rent on time since the Landlord filed their applications. In fact, they have made no rent payments between the filing date and the hearing date.

Section 88.2 Claim and Section 88.1 Claim – Unpaid Utilities and Waste Collection Fees

12. The Section 88.2 Claim pertains to amounts the Tenants are alleged to owe with respect to water bills and waste collection. The water charges are validly claimable under section 88.2 of the Act. However, the waste collection charges are not, as they are not a "utility" as that term is defined under section 2 of the Act.
13. At the hearing, I advised the parties that I would be amending the Landlord's L2 Application on my own motion such that the waste collection charges are instead claimed under section 88.1 of the Act (i.e. an out-of-pocket expense the Landlord incurred as a result of the Tenants substantially interfering with a lawful right, privilege or interest of the Landlord). I find that there is no prejudice to the Tenants in making such an amendment, as the L2 Application explicitly claims costs incurred with respect to both the water and waste collection bills.

14. The claim with respect to the waste collection charges (the 'Section 88.1 Claim') will be addressed in concert with the Section 88.2 claim.
15. The Landlord's application only claims amounts owing up to November 19, 2025. The Landlord sought to amend the application at the hearing to include all water charges and waste collection charges charged with respect to the rental unit up to the hearing date. I granted this amendment, as I am satisfied that it does not prejudice the Tenants, who were aware of the Landlord's intention to claim such expenses and were provided with the documentation showing the charges during the hearing.
16. The Landlord paid the following charges for water use and waste collection charges at the rental unit during the tenancy:

<u>Billing Period</u>	<u>Water Charges</u> (Section 88.2 Claim)	<u>Waste Collection Charges</u> (Section 88.1 Claim)
July 31, 2024 to Dec 29, 2024*	\$573.04 (\$569.24)	\$186.73 (\$185.49)
Dec 29, 2024 to Apr 27, 2025	\$690.32	\$171.82
Apr 27, 2025 to Aug 24, 2025	\$766.40	\$171.98
Aug 24, 2025 to Dec 28, 2025	\$599.95	\$182.10 (\$152.11)**
Total Claims	\$2,625.91	\$681.40
* The Tenants were not in possession of the rental unit on July 31, 2024. They moved into the rental unit on August 1, 2024. As such, the amounts of the claims for this rental period have been prorated accordingly in brackets. ** This adjustment reflects the \$29.99 discount that the Landlord received for paying this billed amount early.		

17. It is undisputed that the Tenants are responsible for water costs and waste collection charges under the rental agreement. A copy of the lease provided by the Landlord clearly shows the Tenants are responsible for both costs. The Landlord testified that he paid all of the amounts identified in the table at paragraph 16, despite the fact that the Tenants are ultimately responsible for the charges.
18. Based on the evidence presented at the hearing, I am satisfied on a balance of probabilities that the Tenants failed to pay water costs of \$2,625.91 that they were required to pay under the terms of the tenancy agreement.
19. I am satisfied on a balance of probabilities that the Tenants also failed to pay waste collection charges of \$681.40 that they were required to pay under the terms of the tenancy agreement and that the Landlord thus incurred expenses in the same amount as a result of the Tenants' substantially interfering with a lawful right, privilege or interest of the Landlord.

20. As such, the Tenants must pay the Landlord the amounts ordered below with respect to the Section 88.2 and Section 88.1 claims.

Relief from Eviction

21. 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.
22. The Tenants have persistently failed to pay their rent on time and have, in the process, accrued a significant amount of rent arrears. They have also incurred charges in relation to water use and waste collection.
23. The Landlord testified that he has experienced significant personal and financial strain to carry the costs of the rental unit without rent income coming in.
24. The Tenant Ronaldo Odeke testified that the Tenants have experienced interruptions to their work status in Canada and, thus, their income but that the Tenants were currently earning about \$5,500.00 per month as a household. None of that money has been paid to the Landlord.
25. The Tenants have not made a good faith effort to resolve their rent arrears and the burden on the Landlord has only continued to grow. In the circumstances described, I find that no relief from eviction is warranted. This tenancy is no longer viable and is terminated in accordance with the order below.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before April 11, 2026.
2. The Tenants shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants.
3. As of the date of the hearing, the Tenants owes the Landlord \$16,118.56 with respect to the L1 Application. See Schedule 1 for the calculation of the amount owing.
4. The Tenants shall also pay the Landlord \$3,307.31 with respect to the Section 88.2 and Section 88.1 Claims.
5. The total amount the Tenants must pay the Landlord is **\$19,425.87**.
6. The Tenants shall also pay the Landlord compensation of \$105.21 per day for the use of the unit starting January 29, 2026 to the date the Tenant moves out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before April 11, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 12, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before April 11, 2026, then starting April 12, 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 April 12, 2026.

March 31, 2026
Date Issued

Jeremy Henderson
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 of the Tenants expires on October 12, 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 Tenants must pay as the tenancy is terminated

Rent Owing To January 28, 2026	\$19,245.88
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	-\$113.32
Total amount owing to the Landlord	\$16,118.56
Plus daily compensation owing for each day of occupation starting January 29, 2026	\$105.21 (per day)