



Order under Section 69 Residential Tenancies Act, 2006

Citation: ENWONWU v HORBAS, 2026 ONLTB 27017

Date: 2026-04-02

File Number: LTB-L-005680-26

In the matter of: THE BASEMENT, 5 UNITA GROVE
TORONTO ON M1B1S4

Between: Augustine Enwonwu Landlord

And

Argentina Horbas Tenants
Juliano Bano Weis

Augustine Enwonwu (the 'Landlord') applied for an order to terminate the tenancy and evict Argentina Horbas and Juliano Bano Weis (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

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

The Landlord and the Tenants attended the hearing.

Determinations:

1. The Landlord served the Tenants with an invalid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The N4 Notice is invalid because the arrears claimed exceed the lawful rent for the period claimed.
2. Because the Tenants moved into the rental unit on October 5, 2025 the Landlord charged a pro-rated amount of rent. When completing the N4 Notice, the Landlord applied the first month's rent paid at the start of the tenancy to the period of October 5, 2025 to November 4, 2025, and then calculated a daily rent for the period November 5, 2025 to November 30, 2025. When calculating the daily rent, the Landlord divided the monthly rent by 30 instead of the correct calculation: monthly rent multiplied by 12 divided by 365. This resulted in the Landlord claiming a higher amount on the N4.
3. An application for eviction cannot proceed based on an invalid notice. The Landlord chose to proceed with the application for arrears.

4. The L1 is amended with the necessary corrections to the arrears calculations. The amended arrears on the application are \$3,616.86.
5. The Tenants dispute the amount of arrears. They allege that three cash payments were made to the Landlord; one on October 29, 2025 for which they received a receipt, one in November for which they received a receipt dated December, and one in December. The only receipt in evidence is the receipt dated in December. Because the Tenants did not provide documentation to support their claims, including a receipt which they say was given to them but was not submitted as evidence, I find the Landlord's testimony regarding payments made to be more credible.
6. As of the hearing date, the Tenants were still in possession of the rental unit.
7. The lawful rent is \$1,950.00. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$64.11. This amount is calculated as follows: \$1,950.00 x 12, divided by 365 days.
9. The Tenants have not made any payments since the application was filed.
10. The rent arrears owing to March 31, 2026 are \$7,516.86.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenants shall pay the Landlord \$7,702.86 for arrears of rent up to March 31, 2026 and costs for this application.
2. If the Tenants do not pay the Landlord the full amount owing on or before April 25, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 26, 2026 at 4.00% annually on the balance outstanding.

April 2, 2026
Date Issued

Dawn Carr
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6