



Order under Section 69 Residential Tenancies Act, 2006

Citation: Oakview Heights v Firempong, 2026 ONLTB 28617

Date: 2026-04-08

File Number: LTB-L-096611-25

In the matter of: TH-304, 2000 SHEPPARD AVE W
Toronto ON M3N1A2

Between: Oakview Heights Landlord

And

Juliet A. Firempong Tenant

Oakview Heights (the 'Landlord') applied for an order to terminate the tenancy and evict Juliet A. Firempong (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's legal representative, Samuel Korman, the Tenant and the Tenant's legal representative, Oppong Wiefre, attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,829.22. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$60.14. This amount is calculated as follows: \$1,829.22 x 12, divided by 365 days.
5. The Tenant has paid \$7,357.55 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$6,744.82.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. There is no last month's rent deposit.
9. 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 June 30, 2026 pursuant to subsection 83(1)(b) of the Act.
10. In particular, I have considered that there appears to be no dispute between the parties that the Tenant has mistakenly paid her rent to the old landlord who previously owned the building. The residential complex was sold on April 2, 2024. Despite efforts by the new Landlord, it appears that the Tenant, and possibly other residents of the building, continued to pay their rent through the original payment portal called "rent vista". This means that some of the Tenant's monthly rent went to the previous landlord.
11. The Landlord's instructing client, Mr. Jaff, appeared part way through the virtual hearing and explained this situation. Mr. Jaff's explanation appears to be corroborated by the Tenant's documentary evidence which shows that she was paying her monthly rent, but it was unclear where that money was going. The Tenant agrees that she continued to pay her monthly rent using the old landlord's original e-transfer process because she was unaware that a new Landlord had purchased the building and she was unaware of how to pay her monthly rent.
12. Regardless of this misunderstanding, and based on the evidence before me, I am satisfied on the balance of probabilities that the Tenant has not paid portions of her monthly rent to the Landlord. Based on the Landlord's ledger, I am satisfied that the outstanding arrears owing to the Landlord are as indicated on their ledger.
13. At the hearing, I explained to the parties that it is not the Landlord's responsibility to find missing rent that was mistakenly paid to the previous landlord after the property was purchased. Instead, that responsibility falls on the Tenant to recover those funds. The Tenant now has a legal representative who is working diligently on the Tenant's behalf to contact the previous landlord and recover the funds as soon as possible.
14. At the hearing, the Landlord recognized that the Tenant is making efforts to recover the missing funds and therefore suggested extending the termination date to June 30, 2026. The Landlord suggested that this 3-month extension would either provide the Tenant with enough time to recover the missing funds, or seek out other financial resources who may be of assistance. I agree with the Landlord's proposal.
15. Based on the evidence before me, and after considering all of the circumstances, I find that it would not be unfair to delay the eviction until June 30, 2026, pursuant to subsection 83(1)(b) of the Act. An order will issue accordingly.

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:**

- \$8,760.04 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$10,589.26 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$12,418.48 if the payment is made on or before June 30, 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 June 30, 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 June 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,605.10. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$60.14 per day for the use of the unit starting March 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 June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 30, 2026, then starting July 1, 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 July 1, 2026.

April 8, 2026
Date Issued

Laura Hartslief
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 January 1, 2027 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 April 30, 2026

Rent Owing To April 30, 2026	\$15,931.59
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,357.55
Total the Tenant must pay to continue the tenancy	\$8,760.04

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2026

Rent Owing To May 31, 2026	\$17,760.81
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,357.55
Total the Tenant must pay to continue the tenancy	\$10,589.26

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	\$19,590.03
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,357.55
Total the Tenant must pay to continue the tenancy	\$12,418.48

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

Rent Owing To Hearing Date	\$13,776.65
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,357.55
Total amount owing to the Landlord	\$6,605.10
Plus daily compensation owing for each day of occupation starting March 26, 2026	\$60.14 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	