



Order under Section 69 Residential Tenancies Act, 2006

Citation: HARRINGTON HOUSING INC v Misoi, 2026 ONLTB 29890

Date: 2026-04-14

File Number: LTB-L-006943-26

In the matter of: B/905, 561 SHERBOURNE ST
TORONTO ON M4X0A1

Between: HARRINGTON HOUSING INC

Landlord

And

Momoh Kakulatombo Misoi

Tenant

HARRINGTON HOUSING INC (the 'Landlord') applied for an order to terminate the tenancy and evict Momoh Kakulatombo Misoi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 31, 2026 at 4:05 p.m.

The Landlord's agent Yasemin Mamaloglu and the Tenant Momoh Kakulatombo Misoi attended the hearing.

Preliminary Issue:

1. I raised the issue of the Tenant's and Landlord's evidence on whether the material uploaded to the portal on the day of the hearing was provided to the other party in advance of the hearing.
2. The Landlord's agent testified that the Landlord had not received materials from the Tenant in advance of the hearing. The Tenant also testified he had not received the materials uploaded to the portal on the date of the hearing.
3. Disclosure and evidence are dealt with in Rule 19 of the Board's Rules of Procedure. The relevant subsections state:

19.1-Unless the LTB has directed or ordered otherwise, all parties to a matter that has been scheduled for a CMH or a hearing must provide the other parties and the LTB with a copy of all documents, pictures and other evidence that the party intends to rely upon at least 7 days before the CMH or hearing. The evidence must be provided to the other parties using one of the methods of service identified in the RTA or Rule 3.

19.3-At any time before the hearing has been completed, a party may be directed or ordered to disclose and exchange documents or any other material relevant to the proceeding unless the LTB is satisfied the document is privileged.

19.7-A party who fails to comply with Rule 19 or an order or direction for disclosure may not rely on the evidence that was not disclosed as directed or ordered, unless otherwise ordered.

4. In this case, I find based on a balance of probabilities that the parties evidence uploaded the date of the hearing was not disclosed to one another pursuant to Rule 19 of the Board's Rules of Procedure and is therefore inadmissible. The hearing proceeded with balance of the evidence uploaded pursuant to the Board's rules.

Determinations:

5. 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.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$1,000.00. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$32.88. This amount is calculated as follows: \$1,000.00 x 12, divided by 365 days.
9. The Tenant testified that he has made additional payments since the application was filed and claimed he owed \$7,940.00 in arrears up to March 31, 2026. The Landlord's agent submitted that the Tenant has not made any payments since the application was filed and owes \$8,490.00 in arrears.
10. After consideration all of the evidence, I find that it is more probable that not the rent arrears owing to March 31, 2026 are \$8,490.00. The Tenant did not lead any documentary evidence to support their testimony that additional payments were made; while the Landlord submitted an L1/L9 information update sheet consistent with the application; therefore, in this case I prefer the evidence of the Landlord.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$1,000.00 from the Tenant 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.
13. Interest on the rent deposit, in the amount of \$22.50 is owing to the Tenant for the period from March 6, 2025 to March 31, 2026.

Relief from eviction

14. 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 April 30, 2026 pursuant to subsection 83(1)(b) of the Act.
15. The Tenant testified the Tenant recently lost his father and that finding a new unit that is both affordable and suitable for the Tenant's family in the community would be challenging given the current rental market conditions. For these reasons, the Tenant requested should an eviction be granted, the Board delay the eviction up to 30 days.
16. The Landlord's agent submitted that a payment plan was inappropriate, as since the application the Tenant has not made any payments towards the arrears. The Landlord agent further submitted that any delay would only further prejudice the Landlord as the arrears are significant.
17. After considering all the circumstances, I find that it would not be unfair to postpone the eviction until April 30, 2026. In this case the Tenant led no documentary evidence to support their testimony regarding either their income or expenses. This lack of corroborating evidence informs my decision that a payment plan is not realistic in the circumstances. Nevertheless, I find the delay will afford the Tenant with additional time to complete a housing search for an affordable and suitable unit in the community which is appropriate given the Tenant's circumstances, without significantly prejudicing the Landlord.

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:**
 - \$9,676.00 if the payment is made on or before April 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 April 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 April 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,653.50. 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 \$32.88 per day for the use of the unit starting April 1, 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 April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 30, 2026, then starting May 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 May 1, 2026.

April 14, 2026
Date Issued

Greg Witt
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 November 1, 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 April 30, 2026

Rent Owing To April 30, 2026	\$9,490.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,676.00

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

Rent Owing To Hearing Date	\$8,490.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,000.00
Less the amount of the interest on the last month's rent deposit	- \$22.50
Total amount owing to the Landlord	\$7,653.50
Plus daily compensation owing for each day of occupation starting April 1, 2026	\$32.88 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	