



Order under Section 69 Residential Tenancies Act, 2006

Citation: Harrington Housing Inc v Mayaemba, 2026 ONLTB 30189

Date: 2026-04-14

File Number: LTB-L-007173-26

In the matter of: 602, 561 SHERBOURNE ST
TORONTO ON M4X0A1

Between: Harrington Housing Inc Landlord

And

Darby Lukombo Mayaemba Tenant

Harrington Housing Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Darby Lukombo Mayaemba (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 2, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

Preliminary Issue: Amending the Application

1. The Landlord's application was filed on January 24, 2026. At the hearing, it was brought to the Landlord's Agent's attention that their application did not claim arrears from November 2025 to January 2026. The Landlord's Agent explained there was an issue with the Tenant's payment method and a misunderstanding on the Landlord's part regarding when those arrears could be claimed. The Landlord's Agent thus requested to amend the application to additionally claim the arrears from November 2025 to January 2026, and the Tenant did not object. Taking into account the parties' submissions, particularly the Tenant's consent to the request, I found it appropriate in the circumstances to use my discretion under Rule 15.4 of the Board's Rules of Procedure to grant the request.

L1 Application:

2. 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.

3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$1,280.00. It is due every 28 days (4 weeks).
5. Based on the Other rent, the daily rent/compensation is \$45.71. This amount is calculated as follows: $[(365/28) \times \$1,280.00] / 365 \text{ days} = \45.71
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to April 17, 2026 are \$13,660.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,280.00 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.
10. Interest on the rent deposit, in the amount of \$39.07 is owing to the Tenant for the period from December 28, 2024 to April 2, 2026.

Relief from Eviction:

11. 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 May 15, 2026 pursuant to subsection 83(1)(b) of the Act.
12. The Tenant testified that he is currently unemployed but has a seasonal contract as a French teacher that is set to resume on April 22, 2026 at York University. The Tenant experienced employment issues in June 2025 when his full-time employment was reduced to seasonal. The Tenant proposed a payment plan of \$400.00 per month (\$200.00 biweekly) starting May 15, 2026 in addition to the monthly rent. The proposed plan would take 35 months to complete. In the event of an eviction, the Tenant requested 3 months to find another unit in order to secure funds for a first and last months' rent deposit.
13. The Landlord seeks a standard order payable in 11 days. The Landlord's Agent stated that the Tenant proposed a payment plan in January 2026, however he never made any payments. The Tenant replied stating that he could not meet the plan because he needs to make smaller payments more frequently than a larger monthly arrears payment. However, the Tenant did not dispute that he has not made any payments since June 2025.
14. The Landlord's Agent further stated that the Landlord has offered assistance with the Toronto Rent Bank as well as providing the Tenant with housing program assistance in February 2026, but the Tenant has yet to produce any concrete solutions. The Tenant replied that although he applied to the Rent Bank, he is unable to collect any assistance due to his current employment situation. However, once his seasonal work returns, he can reactivate his application.

15. Having considered the parties' evidence and submissions, I am not satisfied a conditional order is reasonable in the circumstances. The arrears are mounting, and the Tenant has not made any good faith payments in at least nine months, nor did he make any payments on a payment plan he himself proposed in January 2026. However, given the Tenant's current financial situation, I find that it would not be unfair to postpone the eviction by one month to provide the Tenant with additional time to try and void the order or to secure alternate accommodation. Prejudice to the Landlord in this instance is reduced as there is a last month's rent deposit that would apply to the last month of the tenancy in the event the Tenant is unable to void the order in time.

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:**
 - \$13,846.00 if the payment is made on or before April 17, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$15,126.00 if the payment is made on or before May 15, 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 May 15, 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 May 15, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$12,526.93. 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 \$45.71 per day for the use of the unit starting April 3, 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 May 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 16, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before May 15, 2026, then starting May 16, 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 16, 2026.

April 14, 2026
Date Issued

Fotoula Hatzantonis
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 16, 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 17, 2026

Rent Owing To April 17, 2026	\$13,660.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$13,846.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 15, 2026

Rent Owing To May 31, 2026	\$14,940.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$15,126.00

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

Rent Owing To Hearing Date	\$13,660.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,280.00
Less the amount of the interest on the last month's rent deposit	- \$39.07
Total amount owing to the Landlord	\$12,526.93
Plus daily compensation owing for each day of occupation starting April 3, 2026	\$45.71 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	