



**Amended Order
Order under Section 69
Residential Tenancies Act, 2006
And Section 21.1 of the Statutory Powers Procedure Act**

Citation: Abai v Cisse, 2026 ONLTB 17976

Date: 2026-04-30

File Number: LTB-L-100637-25-AM

In the matter of: **909** - 308 King St N
Waterloo ON N2J0G5

Between: Oluseyi Victory Abai Landlord

And

Momar Cisse Tenant

Oluseyi Victory Abai (the 'Landlord') applied for an order to terminate the tenancy and evict Momar Cisse (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 24, 2026. The Landlord and the Tenant attended the hearing.

This amended order is issued to correct clerical errors in the order issued February 26, 2026.

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 \$1,150.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$37.81. This amount is calculated as follows: \$1,150.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 17, 2026, are \$4,728.77.

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 March 16, 2026, pursuant to subsection 83(1)(b) of the Act. The Landlord seeks a standard order, that is, an order which can be enforced 11 days after its issuance. The Tenant is actually a subtenant under the tenancy agreement. As she is still the Tenant under the terms of the lease, she has been paying the Tenant's rent and has depleted her savings and cannot continue to pay the Tenant's rent.
10. The Tenant requests until the end of April 2026 to terminate the tenancy because this would give him an opportunity to complete his educational studies. He is able to pay March's rent on March 20, 2026, and April's rent on time. He believes he can reach out to family members to assist with the arrears; however, had not done so at the time of the hearing.
11. In my view, it would be prejudicial to allow the tenancy to continue. The Landlord has been forced to pay her own rent as well as the Tenant's. If the Tenant is able to get financial support from community resources and /or family, the Tenant will have an opportunity to void this order.
12. I find a short extension of the termination date to March 16, 2026, gives the Tenant an opportunity to seek alternate accommodations or make financial arrangements while minimizing further prejudice to 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:**
 - \$4,914.77 if the payment is made on or before March 16, 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 March 16, 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 March 16, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,120.76. 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 \$37.81 per day for the use of the unit starting February 25, 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 March 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 17, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 16, 2026, then starting March 17, 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 March 17, 2026.

April 30, 2026
Date Issued

Jane Dean
Member, Landlord and Tenant Board

February 26, 2026
Date Issued

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 September 17, 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 March 16, 2026

Rent Owing To March 17, 2026	\$6,728.77
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,000.00
Total the Tenant must pay to continue the tenancy	\$4,914.77

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

Rent Owing To Hearing Date	\$5,934.76
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,000.00
Total amount owing to the Landlord	\$4,120.76
Plus daily compensation owing for each day of occupation starting February 25, 2026	\$37.81 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	