



Order under Section 69 Residential Tenancies Act, 2006

Citation: Asuni v Hall, 2026 ONLTB 35357

Date: 2026-04-30

File Number: LTB-L-101835-25

In the matter of: 138A REDWOOD AVE W
THUNDER BAY ON P7C1Z6

Between: Yusuf Asuni Landlord

And

Mikale Hall Tenant
Tommy Cerda

Yusuf Asuni (the 'Landlord') applied for an order to terminate the tenancy and evict Mikale Hall and Tommy Cerda (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 12, 2026.

The Landlord and the Tenant 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 \$1,700.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$55.89. This amount is calculated as follows: \$1,700.00 x 12, divided by 365 days.
5. The Tenant has paid \$1,200.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$5,766.67.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$1,700.00 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.
9. Interest on the rent deposit, in the amount of \$27.39 is owing to the Tenant for the period from May 9, 2025 to February 12, 2026.
10. The Tenant did not dispute the arrears. The Tenant requested a payment plan, proposing to pay \$961.00 per month in two instalments of \$480.50 on the 10th and 23rd of each month over six months. The Tenant testified that the combined household income is between \$3,500.00 and \$4,500.00 per month and that monthly expenses total approximately \$1,445.00, including a loan payment of \$650.00, food of \$600.00 to \$700.00, utilities of \$100.00 to \$200.00, a cell phone of \$200.00, and a Visa payment of \$75.00.
11. The Tenants explained that the arrears arose because one tenant was laid off and the other had been off social assistance since November 2025. One tenant indicated they expect to return to work soon, and the other indicated they are back on assistance as of March 2026.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to grant relief from eviction in the form of a conditional order pursuant to subsection 83(1) of the Act. The Tenants have not paid the full monthly rent since the application was filed, and the proposed repayment plan does not demonstrate a realistic ability to service the ongoing rent alongside the arrears. The Tenants' income and expense evidence does not support a finding that a payment plan would succeed.
13. However, I find that it would not be unfair to postpone the eviction until May 31, 2026 pursuant to subsection 83(1)(b) of the Act. Although the hearing took place on February 12, 2026, this order was not available to the Tenants at that time. Nonetheless, the Tenants have had ample time since the hearing to address the arrears or secure alternative accommodation, and a further postponement beyond May 31, 2026 is not warranted in the circumstances.

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:**
 - \$9,352.67 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$11,052.67 if the payment is made on or before May 31, 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 31, 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 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,195.96. 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 \$55.89 per day for the use of the unit starting February 13, 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 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 31, 2026, then starting June 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 June 1, 2026.

April 30, 2026
Date Issued

Colin Elsby
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 December 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	\$10,366.67
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,200.00
Total the Tenant must pay to continue the tenancy	\$9,352.67

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	\$12,066.67
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,200.00
Total the Tenant must pay to continue the tenancy	\$11,052.67

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

Rent Owing To Hearing Date	\$5,937.35
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,200.00
Less the amount of the last month's rent deposit	- \$1,700.00
Less the amount of the interest on the last month's rent deposit	- \$27.39
Total amount owing to the Landlord	\$3,195.96
Plus daily compensation owing for each day of occupation starting February 13, 2026	\$55.89 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

