



Order under Section 69 Residential Tenancies Act, 2006

Citation: Coke v Okafor, 2026 ONLTB 36872

Date: 2026-05-11

File Number: LTB-L-006511-26

In the matter of: Basement, 187 SANFORD AVE N
HAMILTON ON L8L5Z9

Between: Sharon Coke Landlord

And

Obiajulu Okafor Tenant

Sharon Coke (the 'Landlord') applied for an order to terminate the tenancy and evict Obiajulu Okafor (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

Sharon Coke (the 'Landlord') applied for an order to terminate the tenancy and evict Obiajulu Okafor (the 'Tenant') because:

- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on March 5, 2026.

Only the Landlord and the Landlord's legal representative, F. Gomez, attended the hearing. The Landlord's witness, B. Cooper, also attended the hearing.

As of 9:30 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

L2 Application:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy, and the claim for compensation in the application.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 21, 2026, the Landlord gave the Tenant an N6 notice of termination alleging that the Tenant committed illegal acts in the residential complex by trying to break into another unit in the residential complex on January 13, 2026. It also alleged that, on January 18, 2026, the Tenant again tried to break into another unit in the residential complex, and they also damaged the main floor door. As a result of the incident on January 18, 2026, the Tenant was arrested and charged with an illegal act.
4. The only witness to the alleged events was the Landlord, who does not live in the residential complex, and who was not a first-hand witness of any of the alleged incidents. All the testimony she provided was based on hearsay. She said that she heard about the events from another tenant. She said that the tenant who complained to her was too frightened to come and testify before the Board.
5. Pursuant to section 183 of the *Residential Tenancies Act, 2006* (the 'Act') and subsection 15(1) of the *Statutory Powers Procedure Act, R.S.O. 1990*, a tribunal may admit any oral testimony if it is relevant to the subject matter of the proceeding, and if it permits the tribunal to adopt the most expeditious method of determining the questions arising in a proceeding.
6. The Landlord's testimony was relevant and necessary for the Landlord to be able to prove their application, in the absence of the testimony of the tenant who was too frightened to testify. The Tenant in question was a brand-new Tenant with no history with the Landlord, and there was no past quiet, lawful, unproblematic years of tenancy that would give the Landlord cause to doubt the tenant/victim's report of what had happened. The tenant/victim had made police reports about the incidents, the Tenant had eventually been arrested and charged with an illegal act on the basis of the tenant/victim's complaints and video evidence. Therefore, there was no reason for the Landlord to doubt the tenant's recounting of what had happened. Consequently, I agreed to proceed with the Landlord's hearsay evidence.
7. The Landlord said that the Tenant moved into the basement unit in December 2025. Shortly afterward, a female tenant, who lives on the main floor, called the Landlord on January 13, 2026, to report that the Tenant had just tried to break into her unit. The female tenant in question has a private entrance, only for entrance to her unit, at the side. The Landlord said that the female tenant told her she heard banging at the side door, and then she saw the Tenant running from the steps of her side door entrance back to his basement unit.
8. The Landlord said that the female tenant was certain it was the Tenant because he is very distinctive looking, and he always wears a long, black jacket. The Landlord said that the female tenant did not immediately call the police, but she made a police report of the incident.

9. The Landlord said that the female tenant called her again on January 18, 2026, after the police arrived to the residential complex because of a further incident. She said that the female tenant called the police when she saw a broken window, and she also saw the Tenant trying to break into the main floor again. She also told the Landlord that the power had been going on and off all week. The Landlord said that her female tenant reported that when the police went to speak to the Tenant, he admitted that he had been tampering with the power all week. She said that the tenants in the upper unit had also called the police about an attempted break in by the Tenant on January 18, 2026. The Landlord said that the police also called her on January 18, 2026, telling her that the Tenant had been trying to break into another unit with a knife and hammer, and they had viewed this attempt on a video security camera.
10. The Landlord said that the female tenant has told her she is scared. She told the Landlord that she used to take the bus to work, but now she takes an Uber, and she ensures that the driver watches her enter her unit before they drive away.
11. The Landlord's witness, B. Cooper (BC) works for the Hamilton Police in records disclosure. She confirmed that there are mischief charges against the Tenant as a result of the January 18, 2026, incident, and they are due to be heard in criminal court on April 16, 2026. She provided an incident report number for the arrest and charges. There was no documentary evidence of the charges disclosed to the Board.

Reasons and Analysis:

12. I find, on a balance of probabilities, that the Tenant has committed an illegal act in the residential complex by trying to break into another unit on at least two occasions, for the following reasons.
13. Although all the evidence presented was hearsay, I find that it is credible for the reasons that follow. The Landlord's female tenant reported to the Landlord each attempted break-in contemporaneously, and there was damage to the door of the residential complex. The Landlord's police witness confirmed that there had been an arrest of the Tenant as a result of at least one of the incidents reported by the Landlord's female tenant to the Landlord. The Landlord heard about each incident as it was happening, from the victim herself. The Tenant has been charged, and there are still criminal charges pending against him. The Tenant did not attend the hearing to refute the hearsay evidence, and the Landlord's evidence was all uncontested.
14. Based on the monthly rent, the daily compensation is \$39.45. This amount is calculated as follows: \$1,200.00 x 12, divided by 365 days.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

16. The Landlord collected a rent deposit of \$1,200.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$6.56 is owing to the Tenant for the period from December 1, 2025 to March 5, 2026.

L1 Application:

17. 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.
18. As of the hearing date, the Tenant was still in possession of the rental unit.
19. The lawful rent is \$1,200.00. It is due on the 1st day of each month.
20. Based on the Monthly rent, the daily rent/compensation is \$39.45. This amount is calculated as follows: \$1,200.00 x 12, divided by 365 days.
21. The Tenant has not made any payments since the application was filed.
22. The rent arrears owing to March 31, 2026 are \$3,600.00.
23. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
24. The Landlord collected a rent deposit of \$1,200.00 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.
25. Interest on the rent deposit, in the amount of \$6.56 is owing to the Tenant for the period from December 1, 2025 to March 5, 2026.
26. I have considered all of the disclosed circumstances above in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act for the reasons that follow. The Tenant only moved into the rental unit in December 2025, and he began to commit illegal acts a month later. It is not a lengthy tenancy. The victim of the illegal act is another tenant of the Landlord, and she has reported to the Landlord that she is now frightened to take public transport from work, and she is frightened to enter her unit alone. There was more than one incident of illegal acts, and those acts terrified another tenant of the Landlord. They have changed the character of the residential complex, by scaring and threatening other tenants, and interfering with other tenants' safety on the residential complex. The Tenant also stopped paying rent almost immediately after moving in (see below). Consequently, I find that it is prejudicial to the Landlord for the tenancy to continue, and the order will be for non-remedial termination.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated.

2. The Tenant shall pay to the Landlord \$1,576.69. 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.
3. The Tenant shall also pay the Landlord compensation of \$39.45 per day for the use of the unit starting March 6, 2026 until the date the Tenant moves out of the unit.
4. If the Tenant does not pay the Landlord the full amount owing on or before May 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 23, 2026 at 4.00% annually on the balance outstanding.
5. If the unit is not vacated on or before May 22, 2026, then starting May 23, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 23, 2026.

May 11, 2026
Date Issued

Nancy Morris
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 23, 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

Rent Owing To Hearing Date	\$2,597.25
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,200.00
Less the amount of the interest on the last month's rent deposit	- \$6.56
Total amount owing to the Landlord	\$1,576.69
Plus daily compensation owing for each day of occupation starting March 6, 2026	\$39.45 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	