



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-107843-25

In the matter of: 2701, 500 SHERBOURNE ST
TORONTO ON M4X1L1

Between: Ratna Chaudhary Landlord

And

Derek Oshokhai Eghiegba Asapokhai Tenant

Ratna Chaudhary (the 'Landlord') applied for an order to terminate the tenancy and evict Derek Oshokhai Eghiegba Asapokhai (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 5, 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 \$2,100.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$69.04. This amount is calculated as follows: \$2,100.00 x 12, divided by 365 days.
5. The Tenant has paid \$1,400.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$7,000.00.
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 \$2,100.00 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 \$61.92 is owing to the Tenant for the period from December 18, 2024 to March 5, 2026.
10. The Tenant did not dispute the arrears. The Tenant asked for two months to pay the arrears. He lost his job last year, which caused the arrears, and has new employment starting April 5, 2026 with monthly income of \$4,983.33. He intends to pay April and May rent on time, plans to borrow from friends to cover April rent until his first paycheque, and is awaiting a decision from the Ministry of Labour, though no decision has issued. The Tenant has lived in the unit since January 2025, his new workplace is a short commute away, and his younger siblings live nearby. The Landlord testified that the loss of rental income has caused her significant financial difficulty: she is not working, has had to draw from her retirement savings, and is relying on financial support from her son.
11. The time between the hearing on March 5, 2026 and the issuance of this order has effectively provided the Tenant with the two months he requested to pay the arrears. During that period, the Tenant has had the opportunity to begin his new employment, receive his first paycheque, and arrange the borrowing he described.
12. I accept that both parties are under financial pressure. The Tenant's anticipated monthly income of \$4,983.33 is more than the monthly rent of \$2,100.00 and should leave funds available to pay the arrears. However, the possible Ministry of Labour award is uncertain, and I have given it little weight. I have also considered the Landlord's financial hardship and the prejudice caused by the ongoing loss of rental income.
13. In the circumstances, I find that a short postponement of the eviction is appropriate. Setting the termination date at May 31, 2026 gives the Tenant a brief additional period to pay the arrears or arrange to move, while also limiting further prejudice to the Landlord.
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 May 31, 2026 pursuant to subsection 83(1)(b) of the Act.

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:**
 - \$11,386.00 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 \$3,269.28. 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 \$69.04 per day for the use of the unit starting March 6, 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.

May 12, 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 May 31, 2026

Rent Owing To May 31, 2026	\$12,600.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,400.00
Total the Tenant must pay to continue the tenancy	\$11,386.00

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

Rent Owing To Hearing Date	\$6,645.20
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,400.00
Less the amount of the last month's rent deposit	- \$2,100.00
Less the amount of the interest on the last month's rent deposit	- \$61.92
Total amount owing to the Landlord	\$3,269.28
Plus daily compensation owing for each day of occupation starting March 6, 2026	\$69.04 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	