



Order under Section 69 Residential Tenancies Act, 2006

Citation: Richmond Hill Ecumenical Homes Corporation v Cangombe, 2026 ONLTB 41492

Date: 2026-06-01

File Number: LTB-L-022162-26

In the matter of: 716, 286 MAJOR MACKENZIE DR E
RICHMOND HILL ON L4C8T3

Between: Richmond Hill Ecumenical Homes Corporation Landlord

And

Celia Vitoria Cangombe Tenants
Bento Chitenda

Richmond Hill Ecumenical Homes Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Celia Vitoria Cangombe and Bento Chitenda (the 'Tenants') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 21, 2026.

Only the Landlord's Legal Representative Marie Galevski and the Landlord's Agents Denise Ward and Robin Oake attended the hearing.

The Tenants 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:

1. The Landlord served the Tenants 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 \$1,473.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$48.43. This amount is calculated as follows: \$1,473.00 x 12, divided by 365 days.

5. The Tenant has paid \$5,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2026 are \$859.00.
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 \$1,045.00 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 \$141.19 is owing to the Tenant for the period from January 1, 2019 to May 21, 2026.
10. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
11. The Landlord requested a standard eviction order, indicating that there was no reason to delay or deny the eviction.
12. I noted that the arrears were less than a full month's rent, that the Tenants have been making payments towards arrears and paying rent. Therefore, I determined that it would be fair to direct a payment plan.
13. The Tenants should be aware that all of the rent and arrears payments due dates are all "on or before" the date specified meaning that the Tenant must make sure that these payments are made by that date. The Tenants must also make sure that the payments are made in full by the due date. If the Tenants are late with a payment, do not make a payment or only makes a partial payment the Landlord can file paperwork with the Board that, if correct, would result in an order for eviction. If there may be an issue, the Tenants are encouraged to contact the Landlord prior to the default.

It is ordered that:

1. The Tenants shall pay to the Landlord \$2,519.00 for arrears of rent, fees up to May 31, 2026, and June 2026 rent.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 on or before June 30, 2026.
3. If the Tenant fails to make the payment in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after May 31, 2026.

June 1, 2026
Date Issued

Robert Patchett
Vice Chair, 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.