



Order under Section 69 Residential Tenancies Act, 2006

Citation: Asamoah v Skead, 2026 ONLTB 41701

Date: 2026-06-01

File Number: LTB-L-020901-26

In the matter of: Unit E, 3917 OLD RICHMOND RD
NEPEAN ON K2H8T9

Between: Stephen Appiah Asamoah Landlord

And

Jenna Skead Tenant

Stephen Appiah Asamoah (the 'Landlord') applied for an order to terminate the tenancy and evict Jenna Skead (the 'Tenant') because the Tenant has been persistently late in paying the Tenant's rent.

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 May 21, 2026. The Landlord and the Tenant attended the hearing.

Determinations:

Preliminary Issue:

1. The Tenant sought an adjournment of the hearing because she is in hospital. No medical documentation was submitted to the Board.
2. After considering the Tenant's submissions, I declined the adjournment request. No information was submitted to the Board to substantiate the adjournment request. Further, the Tenant was able to provide cognizant and clear submissions. The Tenant said she may be required to leave at any moment to have medical procedures. Therefore, I heard the matter immediately. The Tenant did not make submissions that she was being called away for treatment during the hearing.
3. When I consider the reason for the adjournment request, the resulting prejudice to the Landlord, and the Board's obligation to adopt the most expeditious method to determining questions before it, I was not of the view that an adjournment was warranted in the circumstances. The matter proceeded.

Landlord's L2 Application

4. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy shall continue subject to conditions.
5. The Tenant was in possession of the rental unit on the date the application was filed.
6. On March 6, 2026, the Landlord gave the Tenant an N8 notice of termination alleging the Tenant had persistently paid her rent late.
7. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late 8 times during 2025. The rent was paid late in January and February 2026, and was unpaid for the months of March, April, May and June.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,400.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$227.65 is owing to the Tenant for the period from July 20, 2017 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. The Landlord seeks a termination of the tenancy because the Tenant had breached a prior order of the Board, although the Landlord did not file an application alleging the breach.
11. The Tenant seeks a conditional order. She has three children and is currently suffering from a serious ongoing medical condition requiring hospitalization and intensive treatment. She says a family member is going to assist her both with the arrears and with managing her financial matters, including rent, while she is incapacitated.
12. I find a conditional order is appropriate in the circumstances. If the Tenant does not comply with this order, the Landlord may exercise their option to file an application with the Board for termination of the tenancy based on the breach. However, given the Tenant's circumstances, I find that the Tenant should be given a final opportunity to meet the requirements of a conditional order. Of note, the Tenant was advised that the conditions of this order would begin June 1, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay the lawful monthly rent on the date it becomes due for a period of 12 months commencing June 1, 2026, and ending on May 1, 2027.

3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.
6. If the Tenant does not pay the Landlord the full amount owing on or before June 12, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 13, 2026 at 4.00% annually on the balance outstanding.

June 1, 2026
Date Issued

Jane Dean
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.