



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ashie v Igbava, 2026 ONLTB 46292

Date: 2026-06-10

File Number: LTB-L-029015-26

In the matter of: 2944 ROBINET RD
WINDSOR ON N8R1P6

Between: Bismark Ashie Landlord

And

Evans Igbava Tenant

Bismark Ashie (the 'Landlord') applied for an order to terminate the tenancy and evict Evans Igbava (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 9, 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 \$2,000.00. It is due on the 1st day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to June 30, 2026, are \$10,600.00.
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 \$2,000.00 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 \$146.60 is owing to the Tenant for the period from May 1, 2023 to June 9, 2026.
10. The Tenant did not dispute the arrears. The Tenant testified that the arrears accumulated because he had been in school and expected to receive a grant, but the school stopped offering the grant.
11. The Tenant asked to continue the tenancy by paying the ongoing monthly rent in full beginning July 1, 2026, and paying \$1,000.00 toward the arrears on the 20th day of each month. I understand the proposed payment plan to begin on June 20, 2026, being the next 20th day after the hearing.
12. The Tenant testified that he earns approximately \$1,500.00 per month from a business, receives approximately \$2,400.00 per month from Ontario Works, and earns approximately \$500.00 per month from teaching piano. His total monthly income is approximately \$4,400.00.
13. The Tenant testified that his monthly expenses include approximately \$400.00 for food, \$55.00 for internet, and \$150.00 for hydro. The Tenant also testified that he has a newborn child and two other young children.
14. I am not satisfied that the Tenant's proposed payment plan should be granted. The arrears are significant, and the Tenant has not made any payments since the application was filed despite receiving some income. Although the Tenant proposed to begin making payments toward the arrears on June 20, 2026, the plan would still require the Landlord to wait a significant period of time to be repaid while the Tenant also pays the ongoing monthly rent.
15. The Landlord testified that he is not working and that he lost his job in March 2026 shortly after the death of his child. I accept that the Landlord is experiencing significant financial and personal hardship. In these circumstances, I am not satisfied that the proposed payment plan would be fair to the Landlord.
16. I have considered the Tenant's request for relief from eviction. The Tenant has three young children, including a newborn child. The Tenant testified that he would need 30 to 60 days to move out if the payment plan was not granted. However, given the amount of the arrears, the lack of payments since the application was filed, and the personal circumstances of both parties, I am not satisfied that it would be appropriate to grant the Tenant 30 to 60 days to vacate.
17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, and find that it would not be unfair to postpone the eviction until June 30, 2026 pursuant to subsection 83(1)(b) of the Act. The Tenant may also receive some additional time due to the inevitable delay in enforcing this order through the Sheriff's office.

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:**
 - \$10,786.00 if the payment is made on or before June 30, 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 June 30, 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 June 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,231.15. 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 \$65.75 per day for the use of the unit starting June 10, 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 June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 30, 2026, then starting July 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 July 1, 2026.

June 10, 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 January 1, 2027 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 June 30, 2026

Rent Owing To June 30, 2026	\$10,600.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,786.00

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

Rent Owing To Hearing Date	\$9,191.75
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,000.00
Less the amount of the interest on the last month's rent deposit	- \$146.60
Total amount owing to the Landlord	\$7,231.15
Plus daily compensation owing for each day of occupation starting June 10, 2026	\$65.75 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	