



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-087957-25

In the matter of: 1502, 3400 EGLINTON AVE E
SCARBOROUGH ON M1J2H8

Between: Premax Property Management Landlord

And

Mary T. Afolayan Tenant

Premax Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Mary T. Afolayan (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

This application was heard by videoconference on December 8, 2025.

Only the Landlord's legal representative, Mark Ciobotaru attended the hearing.

As of 1:48 p.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:

L1 Application – Non-Payment of Rent

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 \$1,337.28. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$43.97. This amount is calculated as follows: \$1,337.28 x 12, divided by 365 days.

5. The Tenant has paid \$5,735.00 to the Landlord since the application was filed.
6. The rent arrears owing to December 31, 2025 are \$151.40.
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 \$1,170.00 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 \$187.84 is owing to the Tenant for the period from December 1, 2016 to December 8, 2025.

L2 Application – Persistent Late Payment of Rent

10. On October 16, 2025, the Landlord gave the Tenant an N8 Notice of Termination (N8 notice), with a termination date of December 31, 2025. The notice of termination alleges the Tenant paid the rent late 12 months out of the 12-month period in the notice from November 2024 to October 2025.
11. Based on the uncontested evidence of the Landlord's representative, I find 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 was paid late 12 times in 12 months between November 2024 to October 2025.
12. Since the N8 Notice was served, the Tenant continued to pay the rent late both November and December 2025. I therefore find the Tenant has continued to pay the monthly rent late since the application was filed on October 19, 2025.

Relief from Eviction

13. The Landlord's legal representative requested an extended standard eviction order until January 31, 2026, with respect to the L1 application for non-payment of rent, and a 24-month pay-on-time order in relation to the L2 application for persistently late payment of rent. The Landlord's position is that the Tenant's rent has been paid late for 14 months, which exceeds the threshold for a finding of persistently late payment.
14. I find that it is appropriate to issue an extended standard eviction order until January 31, 2026, with respect to the L1 application, as the Tenant has paid the majority of the arrears owing to the Landlord.
15. The Board's usual practice is to issue pay-on-time orders for a period of 12 months. However, given that the Tenant has paid rent late for a total of 14 months, I find it reasonable in the circumstances to issue a pay-on-time order for a period of 14 months, corresponding to the number of months in which rent was paid late.
16. 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 January 31, 2026 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

L1 Application – Non-Payment of Rent

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:**
 - \$1,674.68 if the payment is made on or before January 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 January 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 January 31, 2026.**
5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$2,005.96. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$43.97 per day for compensation for the use of the unit starting December 9, 2025 until the date the Tenant moves out of the unit.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
7. If the unit is not vacated on or before January 31, 2026, then starting February 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 February 1, 2026.

L2 Application – Persistent Late Payment of Rent

9. If the Tenant voids the L1 portion of the order in accordance with paragraph two above, the tenancy shall continue on the following terms.
10. The Tenant shall pay the Landlord the monthly rent due on or before the first day of the month for the period **February 2026 to March 2027**.

11. If the Tenant fails to make any of the payments in paragraph **10** above, the Landlord may apply under section 78 of the Act, within 30 days of the breach and without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant.

January 8, 2026
Date Issued

Christina Philp
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 of the Tenant expires on August 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 January 31, 2026

Rent Owing To January 31, 2026	\$7,223.68
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,735.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$1,674.68

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

Rent Owing To Hearing Date	\$4,900.88
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,735.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,170.00
Less the amount of the interest on the last month's rent deposit	- \$187.84
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$(2,005.96)
Plus daily compensation owing for each day of occupation starting December 9, 2025	\$43.97 (per day)

