



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

**File Number:** LTB-L-069774-25

**In the matter of:** 2460 VILLAGE COMMON  
OAKVILLE ON L6M0S2

**Between:** Ibitola Oludemi Landlord

**And**

Paul Garant Tenant

Ibitola Oludemi (the 'Landlord') applied for an order to terminate the tenancy and evict Paul Garant (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 6, 2025.

The Landlord, the Landlord's Legal Representative, Amanda Winch 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 \$4,000.00. It is due on the 15th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$131.51. This amount is calculated as follows: \$4,000.00 x 12, divided by 365 days.
5. The Tenant has paid \$8,100.00 to the Landlord since the application was filed.
6. The rent arrears owing to November 14, 2025 are \$11,900.00.
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 \$4,200.00 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 \$235.32 is owing to the Tenant for the period from August 11, 2023 to November 6, 2025.
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 postpone the eviction until February 14, 2026 pursuant to subsection 83(1)(b) of the Act.
11. The Tenant sought an order granting relief from eviction in the form of a conditional order for a payment plan. The Tenant initially testified that he is able to pay the rent arrears off within one year. However, when asked about the Tenant's income and expenses, it appears that the Tenant currently earns approximately \$4,500.00 per month and his mother contributes \$1,000.00 towards the rent. According to the Tenant's testimony, his expenses total approximately \$6,000.00 per month inclusive of the rent.
12. When asked how the Tenant would make payments towards the rent and arrears, the Tenant sought an 18 month payment plan and testified that starting in January he anticipates he will have a new contract with a commission of approximately \$800.00 to \$1,000.00 per month. However, the Tenant's commission was largely speculative and I was not satisfied that the Tenant's payment plan proposal was reasonable. As a result, I find that it would be unfair to grant relief in the form of a payment plan.
13. With regards to whether to postpone eviction, the Tenant testified that his father had recently passed away. The Tenant also testified that he is currently caring for his elderly mother and that eviction will cause serious hardship for the Tenant and his mother.
14. Given the Tenant's circumstances, I find that it would not be unfair to postpone eviction to January 31, 2026 to allow the Tenant some additional time to move out of the rental unit.

**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:**
  - \$17,927.14 if the payment is made on or before January 14, 2026. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$21,927.14 if the payment is made on or before February 14, 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 February 14, 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 February 14, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,439.74. 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 \$131.51 per day for the use of the unit starting November 7, 2025 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 February 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 15, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 14, 2026, then starting February 15, 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 February 15, 2026.

**January 6, 2026**  
**Date Issued**

\_\_\_\_\_  
Christopher Lin  
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 August 15, 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 14, 2026**

|                                                                                        |                    |
|----------------------------------------------------------------------------------------|--------------------|
| Rent Owing To January 14, 2026                                                         | \$25,841.14        |
| Application Filing Fee                                                                 | \$186.00           |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed | - \$8,100.00       |
| <b>Total the Tenant must pay to continue the tenancy</b>                               | <b>\$17,927.14</b> |

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 14, 2026**

|                                                                                        |                    |
|----------------------------------------------------------------------------------------|--------------------|
| Rent Owing To February 14, 2026                                                        | \$29,841.14        |
| Application Filing Fee                                                                 | \$186.00           |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed | - \$8,100.00       |
| <b>Total the Tenant must pay to continue the tenancy</b>                               | <b>\$21,927.14</b> |

**C. Amount the Tenant must pay if the tenancy is terminated**

|                                                                                                                     |                       |
|---------------------------------------------------------------------------------------------------------------------|-----------------------|
| Rent Owing To Hearing Date                                                                                          | \$16,789.06           |
| Application Filing Fee                                                                                              | \$186.00              |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed                              | - \$8,100.00          |
| <b>Less</b> the amount of the last month's rent deposit                                                             | - \$4,200.00          |
| <b>Less</b> the amount of the interest on the last month's rent deposit                                             | - \$235.32            |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$4,439.74</b>     |
| Plus daily compensation owing for each day of occupation starting November 7, 2025                                  | \$131.51<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                       |