



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

**Citation:** Pagecorp Peel Properties Inc c/o BentallGreenOak (Canada) LP v Jos-Ogbebor, 2026  
ONLTB 1068

**Date:** 2026-01-05

**File Number:** LTB-L-080241-25

**In the matter of:** 715, 440 MCMURCHY AVE S  
BRAMPTON ON L6Y2N5

**Between:** Pagecorp Peel Properties Inc c/o  
BentallGreenOak (Canada) LP Landlord

**And**

Ayo Jos-Ogbebor Tenant

Pagecorp Peel Properties Inc c/o BentallGreenOak (Canada) LP (the 'Landlord') applied for an order to terminate the tenancy and evict Ayo Jos-Ogbebor (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 17, 2025.

Only the Landlord's legal representative, F. McGregor, attended the hearing. The Tenant did not attend the hearing, nor did the Tenant provide authorization for any one to attend the hearing on his behalf. The Tenant is the only named Tenant on the lease agreement. H. Sheitkh-Ali attended the hearing.

### **Determinations:**

1. I determined that H. Sheitkh-Ali (HSA) did not have standing to attend the hearing as an agent of the Tenant because she is not a named Tenant, she was unknown to the Landlord's legal representative, and she did not have written authorization to attend the hearing on behalf of the Tenant. However, I permitted HSA to testify at the hearing.
2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$1,653.24. It is due on the 1st day of each month.

5. Based on the Monthly rent, the daily rent/compensation is \$54.35. This amount is calculated as follows:  $\$1,653.24 \times 12$ , divided by 365 days.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to December 31, 2025 are \$9,960.23.
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 \$1,632.13 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.
10. Interest on the rent deposit, in the amount of \$39.24 is owing to the Tenant for the period from January 1, 2025 to December 17, 2025.
11. The Landlord requests a standard termination order.
12. HSA said that she is the wife of the Tenant. She said that the Tenant suffered a stroke in March 2025 in Nigeria, and he has been bedridden and incapacitated since then. She said that she has been living in the rental unit with her two adult children since March 2025 on her own. She said that she is a cleaner in a hospital, with an income of approximately \$60-70,000.00 per year. Nevertheless, she said that she has not paid any rent since May 2025, when the last rent was paid, because she did not know if the rent was coming out of her husband's account.
13. HSA said that she could pay \$5,000.00 immediately towards the arrears, and then she would arrange monthly payments until her husband comes back. HSA said that her eldest daughter paid the rent in May 2025. She said that both her adult children attend university which is financed by OSAP.
14. 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 for the reasons that follow. HSA said that she has been living in the rental unit with her adult daughters since March 2025, when her husband had a stroke. She provided no medical documentation to support her husband's condition, and she had no authorization to support her standing to represent the Tenant. HSA nevertheless admits that she paid the rent in April and May 2025, after her husband had his stroke, but then she was unable to provide any credible explanation for why she did not pay anything further for the next seven months, despite claiming to have an income of between \$60-70,000.00 per year. Without any documentation at all, and with testimony that lacks credibility, I find that it is not likely that the Tenant has \$5,000.00 to pay immediately, and in any case, this is less than half the arrears and costs owing. HSA said that she has no idea when, or if, her husband will recover. Consequently, I find that the tenancy is no longer viable, and it is prejudicial to the Landlord for the tenancy to continue. I find that it is not unfair to give the Tenant and his family a further couple of weeks to find an alternative place to live.

**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:**
  - \$11,799.47 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. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,745.57. 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 \$54.35 per day for the use of the unit starting December 18, 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 January 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.
8. 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.
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 1, 2026.

**January 5, 2026**  
**Date Issued**

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Nancy Morris  
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 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                           | \$11,613.47        |
| Application Filing Fee                                   | \$186.00           |
| <b>Total the Tenant must pay to continue the tenancy</b> | <b>\$11,799.47</b> |

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

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing To Hearing Date                                                                                          | \$9,230.94           |
| Application Filing Fee                                                                                              | \$186.00             |
| <b>Less</b> the amount of the last month's rent deposit                                                             | - \$1,632.13         |
| <b>Less</b> the amount of the interest on the last month's rent deposit                                             | - \$39.24            |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$7,745.57</b>    |
| Plus daily compensation owing for each day of occupation starting December 18, 2025                                 | \$54.35<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |