



Order under Section 69 Residential Tenancies Act, 2006

Citation: Mandawe v Fashuwape, 2026 ONLTB 1856

Date: 2026-01-05

File Number: LTB-L-011406-24

In the matter of: Lower, 18 SUNRISE CRES
London ON N5V4W2

Between: Momi Mandawe Landlord
Jose Maglasang Ilanes

And

Oluwafemi niyi Fashuwape Tenant
Ireoluwatomiwa odunayo Ajayi

Momi Mandawe and Jose Maglasang Ilanes (the 'Landlord') applied for an order to terminate the tenancy and evict Oluwafemi niyi Fashuwape and Ireoluwatomiwa odunayo Ajayi (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).

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 October 23, 2025.

The Landlord's legal representative, Lindsey Branje, and the Tenant, Oluwafemi niyi Fashuwape, attended the hearing.

Determinations:

L2 Application – Persistent Late Payment of Rent

1. At the outset of the hearing, the Landlord's legal representative advised that the Tenant had vacated the rental unit on May 31, 2025. The L2 application for eviction is moot.

L1 Application – Non-Payment of Rent

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on May 31, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$1,540.00. It was due on the 1st day of each month.
5. The Tenant has paid \$23,100.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2025 are \$2,080.00. The Tenant did not dispute the arrears, other than asserting that he had been told not to pay rent for August 2023. I accept the Landlord's evidence that the Landlord credited the month of September 2023 to address this issue and that the arrears figure of \$2,080.00 already reflects that credit.
7. All issues the Tenant wished to raise about maintenance and related remedies are already before the Board in the Tenant's T6 application, which was heard on May 1, 2025. Section 82 of the Act does not permit those same issues to be re-litigated in this L1 application. Accordingly, I have not taken the Tenant's section 82 allegations into account in determining the amount of rent arrears owing.
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 \$1,500.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
10. Interest on the rent deposit, in the amount of \$90.62 is owing to the Tenant for the period from December 31, 2022 to May 31, 2025.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of May 31, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$675.38. The Tenant owes the Landlord rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application.
3. If the Tenant does not pay the Landlord the full amount owing on or before January 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 17, 2026 at 4.00% annually on the balance outstanding.

January 5, 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.