



**Order under Section 78(11) and 69
Residential Tenancies Act, 2006**

File Number: LTB-L-100037-25-SA

In the matter of: 122 MIDDLETON WAY
BRAMPTON ON L6S4B2

Between: Peel Housing Corp. O/A Peel Living Landlord

And

JUMOKE ABENI ADENIYI Tenant

Peel Housing Corp OP as Peel Living (the 'Landlord') applied for an order to terminate the tenancy and evict JUMOKE ABENI ADENIYI (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant did not meet a condition specified in the order issued by the LTB on September 4, 2025 with respect to application LTB-L-058077-25-SA.

The Landlord's application was resolved by order LTB-L-100037-25, issued on December 3, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-100037-25.

This motion was heard by videoconference on January 5, 2026.

The Landlord's representative, Sophia Dixon and the Tenant's son and agent, Sultan Usman, attended the hearing. The parties agreed that the Tenant's agent had authority to act on behalf of the Tenant.

At the hearing, the parties requested the following order on consent. I am satisfied that the parties understood the consequences of their joint submissions.

Determinations:

1. The Tenant failed to meet a condition specified in the order issued by the LTB on September 4, 2025 with respect to application LTB-L-058077-25-SA.
2. The Tenant does not dispute that they failed to pay the November 2025 rent on or by November 1, 2025.
3. The monthly rent increased on November 1, 2025 to \$1,463.00.

4. After considering all of the circumstances at the hearing and based on their joint consent to resolve the application, I find that it would not be unfair to set aside order LTB-L-100037-25-SA and to issue the parties order on consent.
5. The parties agreed that the total amount outstanding by the Tenant to the period ending January 31, 2026 is \$681.19 inclusive of the application filing fee costs.
6. The parties requested an order on consent setting aside the exparte order and by amending the order to include a new standard order with an extension of time to February 28, 2026. This would provide the Tenant an opportunity to void the order. I see no reason to deny the parties request.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. Based on the Monthly rent, the daily rent/compensation is \$48.10. This amount is calculated as follows: \$1,463.00 x 12, divided by 365 days.
9. The Tenant has paid \$19,604.00 to the Landlord since the application was filed.
10. The rent arrears owing to January 31, 2026 are \$495.19.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$110.95 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.
13. Interest on the rent deposit, in the amount of \$2.81 is owing to the Tenant for the period from January 1, 2025 to January 5, 2026.

On consent, it is ordered that:

1. The motion to set aside Order LTB-L-100037-25, issued on December 3, 2025, is granted.
2. Order LTB-L-100037-25, issued on December 3, 2025, is set aside and cannot be enforced.
3. The previous order issued on September 4, 2025 with respect to LTB-L-058077-25-SA is amended as follows:
4. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
5. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$681.19 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$2,144.19 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.
6. 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 28, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 7. **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 28, 2026.**
 8. 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 \$655.07. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$48.10 per day for compensation for the use of the unit starting January 6, 2026 until the date the Tenant moves out of the unit.
 9. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
 10. If the unit is not vacated on or before February 28, 2026, then starting March 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 11. 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 March 1, 2026.

January 8, 2026

Date Issued

Terri van Huisstede

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 September 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	\$20,099.19
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$19,604.00
Total the Tenant must pay to continue the tenancy	\$681.19

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026

Rent Owing To February 28, 2026	\$21,562.19
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$19,604.00
Total the Tenant must pay to continue the tenancy	\$2,144.19

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

Rent Owing To Hearing Date	\$18,876.69
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$19,604.00
Less the amount of the last month's rent deposit	- \$110.95
Less the amount of the interest on the last month's rent deposit	- \$2.81
Total amount owing to the Landlord	\$(655.07)
Plus daily compensation owing for each day of occupation starting January 6, 2026	\$48.10 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	