



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Compass Charitable Foundation v Thontteh, 2026 ONLTB 4556

Date: 2026-01-16

File Number: LTB-L-075140-25-RV

In the matter of: 303, 30 HUMBERLINE DR
ETOBICOKE ON M9W6K8

Between: Compass Charitable Foundation Landlord

And
Olaloye Thontteh Tenant

Review Order

Compass Charitable Foundation (the 'Landlord') applied for an order to terminate the tenancy and evict Olaloye Thontteh (the 'Tenant') because the Tenant has been persistently late in paying the Tenant's rent. The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was resolved by order LTB-L-075140-25 issued on November 10, 2025. Only the Landlord's representative attended the original hearing on November 14 2025.

On December 12, 2025, the Tenant requested a review of the order.

On December 15, 2025, interim order LTB-L-075140-25-RV-IN was issued, staying the order issued on November 10, 2025.

This review was heard by videoconference on January 7, 2026.

The Landlord's representative, Emily Barbati, and the Tenant attended the hearing.

Determinations:

The Review

1. For the following reasons, the Tenant's request to review order LTB-L-075140-25 issued on November 10, 2025 is granted.
2. The Tenant stated that he did not receive the Notice of Hearing. The Board's file indicates that the Board's envelope enclosing the Notice of Hearing and application was returned to the Board on October 16, 2025, despite having the correct address. Given that there is no evidence before me that the Landlord provided the Tenant with a copy of the Notice of

Hearing, I find it plausible that the Tenant did not receive the Notice of Hearing and was not aware of the hearing.

3. Therefore, I am satisfied that the Tenant was not reasonably able to participate in the proceeding.

The L2 application

4. The Tenant admitted that for the period December 2024 to July 2025, he paid his rent late eight times in eight months as follows:
 - December 2024 paid on May 30, 2025
 - January 2025 paid on August 6, 2025
 - February 2025 paid on August 6, 2025
 - March 2025 paid on August 6, 2025
 - April 2025 paid on August 6, 2025
 - May 2025 paid on September 2, 2025
 - June 2025 paid on October 2, 2025
 - July 2025 paid on November 1, 2025
5. As such, I find that the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of the month.
6. The parties agree that after the N8 notice was given to the Tenant on September 3, 2025, he paid his rent in full and on time for the months of October, November, December 2025 and January 2026.
7. Given that order LTB-L-075140-25 issued on November 10, 2025 stated that the tenancy would continue as long as the Tenant paid his rent in full and on time for the period December 1, 2025 until November 1, 2027, I am of the view that the order should remain unchanged.
8. While the Tenant disputed the filing fee of \$186.00 he was ordered to pay to the Landlord, stating that it added to his arrears, the Landlord was entitled to file the L2 application because of the Tenant's persistent late payment of rent. The Landlord was successful and, in my view, entitled to recovery of the application fee.

It is ordered that:

1. The request to review order LTB-L-075140-25 issued on November 10, 2025 is granted.
2. Order LTB-L-075140-25 issued on November 10, 2025 is confirmed and remains unchanged.
3. The stay of order LTB-L-075140-25 is lifted immediately.

January 16, 2026
Date Issued

Karen Gonçalves
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.