



Order under Section 69 Residential Tenancies Act, 2006

Citation: NEW LAWRENCE 5 INC. v OMITIRAN, 2026 ONLTB 6495

Date: 2026-01-20

File Number: LTB-L-069811-25

In the matter of: UNIT 6, LEVEL 1, 70 TURTLE ISLAND RD
TORONTO ON M6A0G2

Between: NEW LAWRENCE 5 INC.

Landlord

And

OLUWASEUN OMITIRAN

Tenant

NEW LAWRENCE 5 INC. (the 'Landlord') applied for an order to terminate the tenancy and evict OLUWASEUN OMITIRAN (the 'Tenant') because:

- the tenancy was entered into as a result of an agreement to purchase the condominium unit and the agreement has been terminated.

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 December 2, 2025 at 9:35 a.m.

Only the Landlord's agents Sunny Bao, Shannon Innes and the Landlord's representative Samantha Green attended the hearing. Jessica Weinberg, student-at-law also attended the hearing to observe on behalf of the Landlord.

As of 9:35 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Preliminary Issue:

Adjournment request

1. Although the Tenant was not present for the matter, the Tenant, through submitting an email dated November 26, 2025 to the Board and to the Landlord, requested an adjournment of the proceedings citing a lack of time to prepare and be available for the hearing, claiming the Tenant was experiencing stress and emotional strain surrounding the

miscarriage of a pregnancy. Considering the written request from the Tenant and oral submissions from the Landlord, I determined the adjournment was not to be granted. My reasons for denying this adjournment are as follows.

2. The Tenant submitted a letter from Dr. Premveer Singh Gill dated November 19, 2025 stating Ms. Antoaneta Popova was assessed for a medical problem. The letter further states Ms. Popova recently experienced a miscarriage and to please excuse her from any time missed from work from November 19, [2025] to January 19, [2026] as she is recovering. It is undisputed that Ms. Popova and Mr. Omitiran are partners.
3. The Landlord's representative objected to the adjournment due to the prejudice an adjournment would cause the Landlord as the Tenant has not paid occupancy fee since May 1, 2025 and that as long as the Tenant continues to occupy the unit, the Landlord is continuing to incur financial losses by being unable to place the unit up for sale. The Landlord's representative further argued the Tenant had more than enough time to prepare for a hearing which was straight forward in nature and that all evidence had been disclosed in a package to the Tenant prior to 7 days before the hearing.
4. Section 183 of the *Residential Tenancies Act, 2006* (the 'Act') states that the Board shall adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.
5. I find that the Tenant received adequate notice of the hearing. This hearing was previously scheduled to be heard on October 1, 2025, and this matter was rescheduled on consent by the parties. No explanation was provided by the Tenant as to why the Tenant was not able to prepare for today's hearing in the time between receiving the original notice of hearing and November 19, 2025 which would have been the time prior to the miscarriage.
6. Further, while I am sympathetic to the Tenant's circumstances, the medical evidence submitted only cites reasons as to why Ms. Popova may not be able to participate at work, it does not specifically mention why Ms. Popova would be unable to reasonably participate in a hearing and the medical documentation makes no mention of Mr. Omitiran. I find no medical documentary evidence was submitted to support why Mr. Omitiran himself would be unable to participate, or why accommodations such as taking frequent breaks or allowing for a support person during the hearing would be inadequate to accommodate the Tenant during this stressful period, as an alternative to the Tenant's request to simply adjourn the matter. Also, no submissions were made which may have indicated whether Ms. Popova was going to be called as a witness. As the Tenant had received the Landlord's evidence 7 days before the hearing in accordance with LTB Rule of Procedure 19, I am therefore satisfied that the Tenants an adequate opportunity to know the issues.
7. Accordingly, the Tenant's request to adjourn the matter was denied.

Determinations:

8. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy between the Landlord and the Tenant is terminated and the Tenant must move out of the rental unit on or before February 15, 2026.

9. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

10. On August 20, 2025, the Landlord gave the Tenant a valid N8 notice of termination. The notice of termination contains the following allegations:

- The tenancy between the Landlord and the Tenant was created in good faith, as a result of an agreement of purchase and sale for a proposed condominium; and
- The agreement of purchase and sale has been terminated as a result of the Tenant's failure to pay the Landlord the required occupancy fees.

11. The Landlord served the N8 Notice to the Tenant pursuant to subsection 58(1)(4) of the *Residential Tenancies Act, 2006* (the "Act"), which reads as follows:

58 (1) A landlord may give a tenant notice of termination of their tenancy on any of the following grounds:

[...]

4. The tenancy arose by virtue of or collateral to an agreement of purchase and sale of a proposed unit within the meaning of the Condominium Act, 1998 in good faith and the agreement of purchase and sale has been terminated.

*Did the tenancy arise out of an agreement to sell the condominium, which was terminated?
And was the agreement entered into on good faith?*

12. The rental unit is a condominium.

13. The Landlord's representative submitted that the Landlord is the vendor of the rental unit and the Tenant was the prospective purchaser of the rental unit. Entered into evidence was the signed Agreement of Purchase and Sale ("APS") executed between the parties on May 4, 2019, amended February 24, 2025, which shows the Tenant agreed to purchase the rental unit from the Landlord.

14. Ms. Innis, the Landlord's agent, testified on behalf of the Landlord that pursuant to the APS, the Occupancy Date was March 12, 2025 and the parties agreed that the Tenant would occupy the rental unit from March 12, 2025 until the Unit Transfer Date (the date the sale closed) and that during this period the Tenant would pay the Landlord a monthly occupancy fee.

15. Accordingly, I find that the Tenant's right to occupy the rental unit pending the closing date constituted a tenancy. The terms of the tenancy are set out in the APS.

16. Ms. Innis further testified that the Tenant began occupying the rental unit from the occupancy date and continues to maintain possession of the rental unit pursuant to the APS. Article 9.01 of the APS stipulates that if the Unit is sufficiently completed to permit

occupancy, then the [Tenant] shall take possession of the Unit on the Occupancy Date in exchange of payment of the occupancy fee on the first date of each month during the occupancy term and until the closing date.

17. Article 9.01(c)(viii) of the APS further states the following:

The [Tenant] shall be allowed to remain in occupancy of the Unit pursuant to the provisions of this Article 9.00 provided the terms of the Agreement and in particular the provisions of this Article 9.00 and any occupancy agreement arising therefrom have been observed and performed by the [Tenant]. In the event the [Tenant] breaches the terms of occupancy, or of any occupancy agreement, the [Landlord] in its sole and arbitrary discretion and without limitation of any other rights or remedies provided for in this Agreement or in law may revoke the occupancy granted to the [Tenant] pursuant to this Article 9.00

18. As the terms of the tenancy in the APS provide that the tenancy was conditional on the existence of the APS, I am satisfied on a balance of probabilities that the tenancy arose by virtue of an agreement of purchase and sale of a condominium unit.
19. Furthermore, there was no evidence before me to suggest that either party entered into the APS or the tenancy in bad faith. Therefore, I am satisfied on a balance of probabilities that the parties entered into the tenancy agreement in good faith. Accordingly, I find that the first requirement of section 58(1)4 of *the Act* is satisfied.
20. Based on the uncontested evidence before me, I find the Landlord has proven the tenancy arose out of an agreement of a purchase and sale of a condominium unit in good faith and the agreement has been terminated.

Was the agreement of purchase and sale terminated?

21. Pursuant to the APS, the Tenant is required to pay the monthly occupancy fee to the Landlord on or before the first day of each month from the start of the Occupancy Date until the Unit Transfer Date.
22. Ms. Innis testified that the Tenant failed to pay the occupancy fees due May 1, 2025, June 1, 2025 and has made no payments since. Entered into evidence was a letter from the Landlord's legal representative to the Tenant's agent dated June 19, 2025 providing notice the Tenant is in default of the agreement and advised regarding the termination of the agreement.
23. Pursuant to article 8.01 of the APS, the Tenant's failure to pay the monthly occupancy fees was considered to be a breach of the APS, which was therefore terminated, as it appears on a copy of the Letter dated June 19, 2025, served by the Landlord to the Tenant's agent.
24. In these circumstances, I find that the Tenant breached the APS by failing to pay the Landlord the monthly occupancy fees May 1, 2025. The Tenant's breach effectively terminated the APS
25. However, Ms. Innis testified that following the breach the Tenant refused to vacate the unit and insisted the APS be renegotiated. Mr. Bao, an agent responsible for financial

operations for the Landlord who was responsible in part for renegotiating the APS, testified that the Landlord conditionally reinstated the APS which provided additional time for the Tenant to close on the unit including paying all fees by November 3, 2025. Entered into evidence was a letter from the Landlord's legal representative to the Tenant's agent dated September 16, 2025 confirming the revised terms; this included the reinstated and therefore amended APS.

26. Mr. Bao further testified that the Tenant once again defaulted on the terms of the reinstated APS and as of the date of the hearing has paid no fees pursuant to the agreement. Entered into evidence was letter from the Landlord's legal representative to the Tenant's agent dated November 14, 2025 providing notice the Tenant is in default of the reinstated agreement and advised regarding the termination of the agreement. Pursuant to the APS, the Tenant's failure to pay was considered to be a breach of the APS, which was therefore terminated (once again), as it appears on a copy of the Letter dated November 14, 2025, served by the Landlord to the Tenant's agent.
27. In the circumstances, I find that the Tenant breached the APS by failing to pay the Landlord the monthly occupancy fees from May 1, 2025 and ongoing and well as abide to the terms of the reinstated occupancy agreement. The Tenant's breach effectively terminated the APS. Accordingly, I find that the second requirement of section 58(1)4 of *the Act* was satisfied.

Daily compensation, NSF charges, rent deposit

28. The Tenant was required to pay the Landlord \$33,944.60 in daily compensation for use and occupation of the rental unit for the period from May 1, 2025 to December 2, 2025.
29. Based on the monthly rent, the daily compensation is \$158.68. This amount is calculated as follows: \$4,826.56 x 12, divided by 365 days.
30. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
31. The Landlord led no evidence regarding NSF charges.
32. There is no last month's rent deposit.

Relief from eviction

33. The Landlord sought the termination of the tenancy as they are still the owner of the rental unit and are seeking to sell the rental unit. The APS between the Landlord and the Tenant was terminated and the Landlord is unable to proceed in selling the rental unit while the Tenant is still occupying it.
34. While the Tenant was not present to submit their circumstances for the Board to consider delaying or denying the eviction, I considered the Tenant's written submissions regarding the circumstances facing his young family including caring for a newborn.
35. After considering all the circumstances, I find that it would not be unfair to postpone the eviction until February 15, 2026. I find the delay will afford the Tenant with additional time

to complete a housing search for an affordable and suitable unit for the Tenant's family in the community which is appropriate given the Tenant's circumstances, without significantly prejudicing the Landlord.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant shall move out of the unit on or before February 15, 2026.
2. If the unit is not vacated on or before February 15, 2026, then starting February 16, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 16, 2026.
4. The Tenant shall pay to the Landlord \$34,130.60 which represents:
 - \$33,944.60 in compensation for the use of the unit from May 1, 2025 to December 2, 2025.
 - \$186.00 for the cost of filing the application.
5. The Tenant shall also pay the Landlord compensation of \$158.68 per day for the use of the unit starting December 2, 2025, until the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before February 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 16, 2026 at 4.00% annually on the balance outstanding.

January 20, 2026
Date Issued

Greg Witt
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 of the Tenant 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.