



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

File Number: LTB-L-093636-25

In the matter of: 1206, 299 CAMPBELL AVE
TORONTO ON M6P0C2

Between: 6965083 Canada Inc Landlord
c/o BentallGreenOak (Canada) LP

And

Oluwapelumi Oluwajuwonlo Fasola Tenant
Opeyemi Olowu

6965083 Canada Inc c/o BentallGreenOak (Canada) LP (the 'Landlord') applied for an order to terminate the tenancy and evict Oluwapelumi Oluwajuwonlo Fasola and Opeyemi Olowu (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was scheduled to be heard by videoconference on January 21, 2026. As a result of this order, the hearing has been cancelled. Prior to the hearing, the parties elected to participate in LTB facilitated mediation with the assistance of a Dispute Resolution Officer.

The Landlord's Representative Jennifer Smith and the Tenant Oluwapelumi Oluwajuwonlo Fasola were present. Prior to mediation, the Tenant utilized the services of Tenant Duty Counsel.

When the capitalized word "Landlord" is used in this Order, it refers to all persons or companies identified as a Landlord at the top of the Order. When the capitalized word "Tenant" is used in this Order, it refers to all persons identified as Tenant at the top of the Order.

The parties agreed that:

1. The parties negotiated a standard order in good faith.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,215.00. It is due on the first day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$72.82. This amount is calculated as follows: \$2,215.00 x 12, divided by 365 days.
5. The rent arrears owing to January 31, 2026, are \$1,834.00.

6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord collected a rent deposit in the amount of \$2,215.00 and is still holding that amount. This amount can only be applied to the last month of the tenancy.

On consent of the parties, 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:**
 - \$2,020.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$4,235.00 if the payment is made on or before February 8, 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 February 8, 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 February 8, 2026.**
 5. 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 and unpaid NSF charges the Landlord is entitled to by \$923.22. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$72.82 per day for compensation for the use of the unit starting January 22, 2026, until the date the Tenant moves out of the unit.
 6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
 7. If the unit is not vacated on or before February 8, 2026, then starting February 9, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

8. 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 9, 2026.

January 28, 2026

Date Issued

Adam Rogers

Hearings Officer, 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 9, 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	\$1,834.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$2,020.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 8, 2026

Rent Owing To February 28, 2026	\$4,049.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$4,235.00

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

Rent Owing To Hearing Date	\$1,105.78
Application Filing Fee	\$186.00
LESS Rent Depsoit held by the Landlord	- \$2,215.00
Total amount owing to the Landlord	\$(923.22)
Plus daily compensation owing for each day of occupation starting January 22, 2026	\$72.82 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	