



Order under Section 69 Residential Tenancies Act, 2006

Citation: LIAO v BADERO, 2026 ONLTB 8828

Date: 2026-01-29

File Number: LTB-L-049197-25

In the matter of: 815-S, 425 FRONT ST E
Toronto ON M5A0X2

Between: JENNY LIAO Landlord

And

ADELEKE ABIMBOLA BADERO Tenant

JENNY LIAO (the 'Landlord') applied for an order to terminate the tenancy and evict ADELEKE ABIMBOLA BADERO (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 8, 2026.

The Landlord, the Landlord's legal representative Constantine Bassis, the Landlord's witness Allen Kou, and the Tenant attended the hearing.

Determinations:

1. This matter was previously before the Board on August 25, 2025. Both parties attended the hearing on this date. The matter was adjourned on this date due to scheduling overflow. An Interim Order dated August 28, 2025 ("Interim Order"), was later issued by the Board. This Interim Order stated that if the Tenant intended to raise any section 82 issues under the *Residential Tenancies Act, 2006* ('the Act'), the Tenant was to serve the Landlord and file with the Board a written description of the issue(s) along with their evidence no later than September 12, 2025. This Interim Order also directed that the Tenant was to pay their ongoing rent to the Landlord on time and in full until the matter was resolved or the Board ordered otherwise. If the Tenant failed either of these conditions, the Board may refuse to accept the Tenant's evidence and their issues.
2. At the hearing, the Landlord's legal representative argued that the Tenant had not complied with either of these conditions (paying on the going rent and filing their evidence/issues related to subsection 82 by the stipulated deadline), and thus the Board should not consider the Tenant's evidence. The Tenant did not seriously challenge this assertion, and his submissions suggested that he intentionally withheld paying the ongoing rent to the Landlord. Thus, the Board determined any issues, along with evidence that the

Tenant intended to raise under subsection 82 of the Act would not be considered as the Tenant had not complied with the deadlines and the requirements set out in the Interim Order.

3. On September 10, 2025, the Board granted the Landlord requested to combine this application with the Tenant's T1 application (LTB-T-073653-15) as it would be most efficient to have the applications heard together. The Tenant's T1 application was not scheduled with the Landlord's application. At the hearing, the Tenant requested an adjournment because he wanted his T1 application to be heard with the Landlord's application and claimed that he has a legal representative, but his representative was not at the hearing - which I understood to mean he required his legal representative's attendance to be able to reasonably participate in the hearing. The Landlord's legal representative advised that the Tenant has always been self represented, and he has been communicating directly with the Tenant.
4. Based on the factors enumerated in the guideline pertaining to adjournments, coupled with the submissions of the parties, the Board declined the Tenant's request for an adjournment. The Tenant did not provide sufficient evidence to establish that he has a legal representative, and did not provide a reasonable explanation as to why their representative was not in attendance at the hearing. Further, there was no record on the Tribunal Ontario Portal system that suggested the Tenant has a current legal representative. Thus, I placed little weight on his oral submissions that he was represented by legal counsel and required an adjournment so that his legal counsel could attend the hearing. The Tenant was present and there no evidence to contrary to suggest the Tenant was not able to reasonably participate at the hearing.
5. With respect to the Tenant's request to have the matter adjourned so that the Landlord's application can be heard with the T1 Application, this request was also denied. The fact that the Tenant did not comply with the above noted Interim Order to pay their ongoing rent to the Landlord, coupled with the substantial amount of arrears owing, these factors weighed against adjourning the matter so that it can be joined together with the Tenant's T1 application to be heard at a future date. The Landlord would be further prejudiced by an adjournment, and the Board was not confident the Tenant would comply with any further directions if a subsequent interim order was issued directing the Tenant to pay their ongoing rent to the Landlord. Thus, the adjournment request was denied, and the Board proceeded to sever the applications and hear the Landlord's L1 application.
6. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$1,400.00. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$46.03. This amount is calculated as follows: $\$1,400.00 \times 12$, divided by 365 days.
10. The Tenant has not made any payments since the application was filed.

11. The rent arrears owing to January 31, 2026, are \$15,400.00.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$1,400.00 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.
14. Interest on the rent deposit, in the amount of \$36.53 is owing to the Tenant for the period from December 21, 2024, to January 8, 2026.
15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant claimed that the eviction should be denied because the Landlord illegally locked him out of the rental unit. He also claimed he was not living in the rental unit until June 2025 - when the fob access to the rental unit was restored. He argued that the Interim Order does not apply to him because whatever is alleged to be owing in rent arrears is false. The Landlord's legal representative argued that it was the Tenant who had illegally changed the locks to the rental unit, and they have filed an L8 application against the Tenant (LTB-L-077341-25) for this reason. The legal representative further claimed that the Tenant has not paid any rent to the Landlord since the Interim Order was issued in August 2025, and that the Landlord is at risk of losing the rental unit (which I understand to mean the Landlord is experiencing difficulties with the making mortgage payments because the Tenant has not paid their monthly rent which may lead to either a potential foreclosure or power of sale proceeding by the Mortgagee on the property).
16. Considering all the circumstances, I find that it would be unfair to grant relief from eviction. The Tenant did not provide sufficient evidence to establish a serious breach under s.83(3)(a) of the Act. He did not adduce or direct the Board's attention to any documentary or videographic evidence to establish his claim. I would have reasonably expected him to either adduce, or direct the Board's attention to, documentary evidence of any complaints filed surrounding the issue of the illegal lock out, or video footage(s) showing that the fob to the rental unit was not working, to corroborate/establish his claim. Thus, I place little weight on his oral assertions. The Tenant also did not provide sufficient evidence as to how he intends to maintain his tenancy and how he intends to payback the outstanding arrears. The amount of the arrears is substantial, and the Tenant has not made any good faith payments since the application was filed or since the Interim Order was issued by the Board. Ultimately, I am not satisfied that the tenancy is viable.

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:**

- \$15,586.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$16,986.00 if the payment is made on or before February 9, 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 9, 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 9, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$13,117.71. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$46.03 per day for the use of the unit starting January 9, 2026, until the date the Tenant moves out of the unit.
 7. If the Tenant does not pay the Landlord the full amount owing on or before February 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 10, 2026, at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before February 9, 2026, then starting February 10, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 9. 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 10, 2026.

January 29, 2026
Date Issued

Inderdeep Padma
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 August 10, 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	\$15,400.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$15,586.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 9, 2026

Rent Owing to February 28, 2026	\$16,800.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$16,986.00

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

Rent Owing to Hearing Date	\$14,368.24
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,400.00
Less the amount of the interest on the last month's rent deposit	- \$36.53
Total amount owing to the Landlord	\$13,117.71
Plus, daily compensation owing for each day of occupation starting January 9, 2026	\$46.03 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	