Order under Section 69
Residential Tenancies Act, 2006

File Number: LTB-L-092415-25

In the matter of: 808, 2304 WESTON RD
NORTH YORK ON M9N1Z3

Between: Interrent Holdings Manager LP — Landlord

And

Olayinka Adewale
Kudirat Kemmy Olabisi Olawale — Tenant

Interrent Holdings Manager LP (the 'Landlord') applied for an order to terminate the tenancy and evict Olayinka Adewale and Kudirat Kemmy Olabisi Olawale (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 22, 2026.

The Landlord's Legal Representative Callie Crosbie and the Tenant Kudirat Kemmy Olabisi Olawale attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is $2,576.21. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is $84.70. This amount is calculated as follows: $2,576.21 x 12, divided by 365 days.
5. The Tenant has paid $3,500.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026 are $6,645.90.
7. The Landlord incurred costs of $186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of $2,269.00 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.

9. Interest on the rent deposit, in the amount of $206.02 is owing to the Tenant for the period from November 18, 2020 to January 22, 2026.

10. At the hearing the Landlord sought a delayed order to February 28, 2026, and the Tenant sought a payment plan.

11. The Tenant testified that he was recently injured after completing an education placement, and the injury left him with broken bones which has made it difficult, to stand walk, or work. The Tenant testified that he had applied for WSIB benefits and was unable to say when he would be returning to work.

12. The Tenant testified to an approximately monthly income of $2633.00 from social assistance, against monthly expenses of approximately $3657.21 inclusive of rent. The Tenant proposed a payment plan of $500 per month on the 28th of each month.

13. I am not satisfied that the payment plan proposed by the Tenant, or the tenancy itself is currently viable. Based on the Tenant's approximate income and expenses it does not appear that the Tenant has the funds to maintain both the rent, and their living expenses. Therefore, I am not satisfied that the tenancy is viable. Given that the tenancy does not appear to be viable, and the Tenant does not appear to have access to the funds to comply with the proposed payment plan I find that it would be unduly prejudicial to the Landlord to order the proposed payment plan.

14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until February 28, 2026 pursuant to subsection 83(1)(b) of the Act. I accept that the Tenant has three children in the rental unit and that the Tenant and his children live with disabilities including lung problems, high blood pressure, a learning disability and asthma. I also accept that the arrears appear to have arise, at least in part, due to the Tenant's injury. In consideration of these factors, and the fact that the Landlord is holding a last month rent deposit I find that a delay to February 28, 2026, is appropriate to allow the Tenant additional time to seek other sources of support and void the order or secure alternate accommodation. However, given that the tenancy does not appear to be viable I find that any further delay would be unduly prejudicial to the Landlord.

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:**

    - $6,831.90 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- $9,408.11 if the payment is made on or before February 28, 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 28, 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 28, 2026.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord $3,644.07. 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 $84.70 per day for the use of the unit starting January 23, 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 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

8. 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.

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 March 1, 2026.

January 28, 2026
Date Issued

Reid Jackson
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	$10,145.90
Application Filing Fee	$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- $3,500.00
Total the Tenant must pay to continue the tenancy	**$6,831.90**

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	$12,722.11
Application Filing Fee	$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- $3,500.00
Total the Tenant must pay to continue the tenancy	**$9,408.11**

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

Rent Owing To Hearing Date	$9,433.09
Application Filing Fee	$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- $3,500.00
Less the amount of the last month's rent deposit	- $2,269.00
Less the amount of the interest on the last month's rent deposit	- $206.02
Total amount owing to the Landlord	**$3,644.07**
Plus daily compensation owing for each day of occupation starting January 23, 2026 **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is $50,000.00.	$84.70 (per day)