



Order under Section 69 Residential Tenancies Act, 2006

Citation: Mamaloglu v Idemudia, 2026 ONLTB 11115

Date: 2026-02-09

File Number: LTB-L-088222-25

In the matter of: J/1802, 15 VENA WAY
NORTH YORK ON M9M0G8

Between: Yasemin Mamaloglu Landlord

And

Promise Idemudia Tenant

Yasemin Mamaloglu (the 'Landlord') applied for an order to terminate the tenancy and evict Promise Idemudia (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 27, 2026.

The Landlord's Legal Representative, Merve Ozdemir, and the Tenant attended the hearing.

I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

Determinations:

Preliminary Issue: Section 82 Disclosure

1. At the hearing, the Tenant wished to raise issues with the tenancy as permitted under s. 82 of the *Residential Tenancies Act, 2006* (the 'Act').
2. However, the Tenant confirmed that they had not disclosed any s. 82 issues to the Landlords prior to the hearing in accordance with Rule 19 of the Board's Rules of Procedure. Although the Landlord's Legal Representative confirmed they had seen there were issues uploaded to the Tribunals Ontario Portal that morning, they did not have time to prepare a response or submit any reply evidence. Consequently, in the interests of procedural fairness, the Tenant was not permitted to bring those issues forward in relation to this application. However, the Tenant was informed that they could bring their own separate application afterwards if they so choose.

L1 Application:

3. 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.
4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. Based on the Other rent, the daily rent/compensation is \$46.28. This amount is calculated as follows: (\$1,300.00 / 4 x 52.1429 number of weeks in a year) /365 days.
6. The Tenant has paid \$1,000.00 to the Landlord since the application was filed.
7. The rent arrears owing to January 27, 2026 are \$4,850.00. Rent is due every fourth (4th) Wednesday.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,120.00 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.
10. Interest on the rent deposit, in the amount of \$29.74 is owing to the Tenant for the period from January 1, 2025 to January 27, 2026.

Relief from Eviction:

11. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (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.
12. The Tenant testified that he does not wish to preserve the tenancy and intends to vacate the unit by January 31, 2026. However, due to employment stability issues stemming from the Tenant's immigration status in September 2025 that have since been resolved, he was not able to make any payments until recently. The Tenant is now back at work and proposed a payment plan of \$1,000.00 per month towards the arrears.
13. The Landlord did not consent to any payment plan as it would result in a conditional order, and the Landlord seeks termination of the tenancy, especially given the Tenant's intent to vacate the unit. The Landlord also does not believe the Tenant will abide by any payment plan given the Tenant's payment history.
14. Having considered the parties' evidence and submissions, especially the Tenant's reiterated intent not to preserve the tenancy, I do not find a conditional order appropriate in the circumstances. The Tenant has stated his intent to move out of the unit by January 31, 2026; therefore I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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:**
 - \$6,336.00 if the payment is made on or before February 20, 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 20, 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 20, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,886.26. 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 \$46.28 per day for the use of the unit starting January 28, 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 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 21, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 20, 2026, then starting February 21, 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 21, 2026.

February 9, 2026

Date Issued

Fotoula Hatzantonis

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 21, 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 February 20, 2026

Rent Owing to February 24, 2026	\$7,150.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,000.00
Total the Tenant must pay to continue the tenancy	\$6,336.00

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

Rent Owing To Hearing Date	\$5,850.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,000.00
Less the amount of the last month's rent deposit	- \$1,120.00
Less the amount of the interest on the last month's rent deposit	- \$29.74
Total amount owing to the Landlord	\$3,886.26
Plus daily compensation owing for each day of occupation starting January 28, 2026	\$46.28 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	