



**Order under Section 21.2 of the
Statutory Powers Procedure Act and the
Residential Tenancies Act, 2006**

Citation: Bajaj v Olayemi, 2026 ONLTB 13364

Date: 2026-02-09

File Number: LTB-L-080171-25-RV

In the matter of: 1647 Jalna Boulevard
London ON N6E3K7

Between: Swadesh Bajaj Landlord

and

Adeyemi Olayemi
Latoya Olayemi Tenants

Review Order

Swadesh Bajaj (the 'Landlord') applied for an order to terminate the tenancy and evict Adeyemi Olayemi and Latoya Olayemi (the 'Tenants') because:

- the Tenants have been persistently late in paying the Tenants' rent.

This application was resolved by order LTB-L-080171-25 issued on October 27, 2025.

On November 27, 2025, the Representative requested a review of the order and that the order be stayed until the request to review the order is resolved.

On November 28, 2025, interim order LTB-L-080171-25-RV-IN was issued, staying the order issued on October 27, 2025.

The request to review was resolved by order LTB-L-080171-25-RV-IN2 and the new hearing of the L2 application was adjourned to another available date.

The new hearing was held by videoconference on February 4, 2026.

The Landlord's Agent, Stephen Smith, the Landlord and the Tenant, Latoya Olayemi ('LO'), attended the hearing.

Determinations:

1. For the reasons that follow, I am satisfied on a balance of probabilities that the Tenants persistently paid their rent late.

2. On July 17, 2025, the Landlord served the Tenants an N8 Notice of Termination alleging that the Tenants have persistently failed to pay the rent on the date it was due. The termination date on the N8 notice is September 30, 2025.
3. The Tenants were in possession of the rental unit on the date the application was filed.
4. It was not disputed that the monthly rent is \$1,251.00. It is due on the first of the month.
5. In the N8 Notice, the Landlord claims that the Tenants paid the rent late every single month from December 2024 to July 2025. The Landlord produced copies of the bank transactions for the e-transfers for each of these months. LO does not dispute that the Tenants paid the rent for the months of February, April, May, June and July 2025.
6. For the remaining months in dispute, the Landlord's evidence shows that the transfer was sent on the 1st of that month but was processed by the bank on the next business day. The Landlord submits that because it was not deposited into her account by the first, the payment is late. I do not agree.
7. The Board has commonly treated payments made by cheque as having been paid on the date the cheque is given to the Landlord and not the date it was deposited or when it clears the Landlord's bank account. I find that the same principle to be true in the circumstances of e-transfers. It would be unreasonable to expect that if the first of the month falls on a weekend or a bank holiday that a tenant would be required to effectively make their rent payment early in order to pay it on time. I find that the rent was considered paid on the date the e-transfer was sent, which for the months of December 2024, and January and March 2025, was on the first of the month. These payments were therefore not late.
8. The Tenants did however pay the monthly rent late more than 50% of the time between December 2024 and July 2025. Therefore, I find that the Tenants have persistently failed to pay the rent on the date it was due.

Relief from Eviction

9. The Landlord is seeking termination of the tenancy. The Landlord submits that she is tired of dealing with LO and her attitude and that LO thinks she can act this way because she is the Tenant. She submits that the Tenants have been paying the rent late for years and she no longer wants to deal with that.
10. The Tenant is seeking to preserve the tenancy. LO testified that she was struggling to pay the rent on time as she was dealing with a breakdown in her marriage, health issues and awaiting surgery. She testified that she had surgery at the beginning of May 2025 and has since returned to work. She testified that she also recently received a raise from her employer. She asserts that she can continue to pay the rent in full and on time going forward.
11. I have considered all of the disclosed circumstances in accordance with section 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to section 83(1)(a) and 204(1) of the Act.

12. It was undisputed that the Tenants have not paid the rent late since the N8 Notice was served. Although the Landlord states that the Tenants have been paying the rent late for years, there was no evidence submitted at the hearing that the Landlord has filed any applications with the Board against these Tenants. As eviction is a remedy of last resort, I am of the view the Tenants should be given another opportunity to continue the tenancy provided the Tenant meets the conditions set out below.
13. The prejudice to the Landlord is alleviated as the relief is subject to section 78 of the Act which allows the Landlord to file for eviction if the Tenants miss any of the payments set out in this order.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out below.
2. The Tenants shall pay the full monthly rent on or before the first day of each month, commencing March 2026 and for 12 months thereafter up to and including February 2027.
3. If the Tenants fail to comply with the conditions set out in paragraph 2 or 3 of this order, the Landlord may apply under section 78 of the Act for an order terminating the tenancy and evicting the Tenants. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenants.
4. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing on or before February 28, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

February 9, 2026
Date Issued

Candace Aboussafy
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.