



Order under Section 69 Residential Tenancies Act, 2006

Citation: Oliogu v Akerele, 2026 ONLTB 13778

Date: 2026-02-10

File Number: LTB-L-082544-25

In the matter of: 349 KIRKHAM DR
MARKHAM ON L3S0E8

Between: Duke Charles Oliogu Landlord

And

Praise Akerele
Olabisi idris Tenants

Duke Charles Oliogu (the 'Landlord') applied for an order to terminate the tenancy and evict Praise Akerele and Olabisi idris (the 'Tenants') because the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

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

The Landlord and the Tenant Praise Akerele attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated February 28, 2026.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N12 Notice of Termination

3. On September 1, 2025, the Landlord gave the Tenants an N12 notice of termination with the termination date of October 31, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by their child and their spouse's child.
4. The Tenant does not dispute the Landlord in good faith requires possession of the rental unit for the purpose of their children's residential occupation for a period of at least one year.
5. The parties agree the Landlord has compensated the Tenants an amount equal to one month's rent by October 31, 2025 by e-transfer.

6. The Tenant testified they were not challenging the Landlord's intention; rather the Tenant needs more time to vacate the rental unit. Therefore, this order will address the contested portion of the application – relief from eviction.

Relief from Eviction

7. 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.
8. The Tenant testified they needed more time to vacate based on the current rental market.
9. The Landlord requested immediate termination so their children may move into the rental unit.
10. While the Tenant may face challenges in finding new accommodations and this is a no-fault termination of tenancy, the Tenant has been made aware of the Landlord's intentions for some time and I find further delay would be prejudicial to the Landlord. As such, the tenancy will terminate February 28, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before February 28, 2026.
2. 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.
3. 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.

February 10, 2026

Date Issued

Elena Jacob

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 of the Tenants 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.