



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-098111-25

In the matter of: 724, 20 O'NEILL RD
NORTH YORK ON M3C0R2

Between: Rajpal Holdings Ltd Landlord

And

Taiwo Hannah Ogunsola Tenants
ABIOLA OLUJINMI OGUNSOLA

Rajpal Holdings Ltd (the 'Landlord') applied for an order requiring Taiwo Hannah Ogunsola and ABIOLA OLUJINMI OGUNSOLA (the 'Tenants') to pay the rent that the Tenants owe.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on February 2, 2026.

The Landlord's Agents, Kadyce Barton-Hogel and Ahmed Shakeel Mohammed Shums, and the Tenant, Taiwo Hannah Ogunsola, attended the hearing.

Determinations:

Invalid N4 Notice of Termination:

1. The Landlord served the Tenants with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) with a termination date of November 18, 2025. The Landlord's Agents confirmed that the rent is due on the 1st day of each month, however, the N4 Notice incorrectly lists the rental period as the 15th day of the month though the rent amount charged remained the same. The Tenant testified that she was confused by the N4 Notice and informed the Landlord of her concerns, which was not disputed by the Landlord's Agents. Given the substantive flaws with the notice and the Tenant's testimony regarding her confusion, I find the N4 Notice is invalid and contrary to subsection 59(2) of the *Residential Tenancies Act, 2006* (the 'Act').

2. The Landlord's Agents then referenced a second N4 Notice later served on the Tenant with a termination date of December 19, 2025. Even if I were to consider the second N4 Notice, which was filed after the Landlord filed their application with the Board on November 21, 2025, the parties acknowledged that the notice was served on the Tenant less than 14 days before the termination date listed on the notice, contrary to subsection 59(1)(b) of the Act. Therefore, the second N4 Notice is also invalid.
3. The Landlord's Agents were then given the option to withdraw the application or to continue with a claim for arrears only. The Landlord's Agents chose the latter option.

The Amount of Rent Arrears Owning:

4. As of the hearing date, the Tenants were still in possession of the rental unit.
5. The lawful rent is \$3,350.00. It is due on the 1st day of each month.
6. The Tenants have paid \$7,000.00 to the Landlord after the application was filed.
7. The rent arrears owing to February 28, 2026 are \$6,050.00.
8. The Landlord also claimed \$45.00 for bank fees they incurred as a result of 1 cheque given by or on behalf of the Tenants which was returned NSF. At the hearing, the Landlord's Agents withdrew the claim for NSF charges since the charges were for an electronic fund transfer instead of a cheque, contrary to the Act and O. Reg. 516/06.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Tenant requested up to six months to pay off all the arrears before any interest on the outstanding balance begins to accrue. The Tenant testified regarding her personal and financial circumstances, reiterating that she is a single mother with two young children who would incur further financial hardship should she not be able to pay the outstanding balance within the Board's standard 11-day order.
11. The Landlord's Agents objected to any delay, citing the Tenant's inconsistent payment history and the financial prejudice the Landlord would endure waiting six months for the Tenant to pay all the arrears.
12. Having considered the parties' submissions and evidence, particularly the Tenant's family and financial circumstances, I find it reasonable to grant a 90-day extension of time for the Tenant to pay the outstanding arrears prior to interest beginning to accrue.

It is ordered that:

1. The Tenants shall pay to the Landlord \$6,236.00. This amount includes rent arrears owing up to February 28, 2026 and the cost of the application.

2. If the Tenants do not pay the Landlord the full amount owing on or before May 17, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 18, 2026 at 4.00% annually on the balance outstanding.

February 17, 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.