



Order under Section 69 Residential Tenancies Act, 2006

Citation: 12756722 CANADA INC v FOLARIN, 2026 ONLTB 15596

Date: 2026-02-18

File Number: LTB-L-105263-25

In the matter of: 1011 GRAND AVE
CORNWALL ON K6H4T3

Between: 12756722 CANADA INC Landlord

And

OLEFEMI FOLARIN Tenant

12756722 CANADA INC (the 'Landlord') applied for an order to terminate the tenancy and evict OLEFEMI FOLARIN (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 10, 2026. The Landlord's Legal Representative, James Moak, and the Tenant 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 \$1,659.13. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$54.55. This amount is calculated as follows: \$1,659.13 x 12, divided by 365 days.
5. The Tenant has paid \$4,575.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$1,659.13. The Tenant did not dispute this amount.
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 \$1,625.00 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 \$35.06 is owing to the Tenant for the period from February 1, 2025 to February 10, 2026.

Relief from Eviction / Section 83 of the Act

10. The Landlord's Legal Representative requested an extended standard order to March 31, 2026. The Tenant was not disputing the arrears and stated that he did not want to continue the tenancy and intended to vacate on February 28, 2026 as he already found a new place to live.
11. The Landlord's Legal Representative submitted that the Tenant had not given 60 days notice to vacate as required by the *Residential Tenancies Act, 2006* (the 'Act') and this was why the Landlord was seeking an extended standard order to the end of March.
12. As explained at the hearing, the Landlord gave the Tenant the N4 Notice, which is a notice to end the tenancy early. As such, the Tenant is not required to give 60 days notice to terminate the tenancy. The Tenant was still in arrears as of the date of the hearing and the Landlord was still pursuing eviction based on the N4 Notice. As such, it would be illogical for the Tenant to be required to give the Landlord 60 days notice to terminate the tenancy.
13. I considered whether the Landlord attempted to negotiate a repayment agreement with the Tenant pursuant to subsection 83(6) of the Act. The Landlord's Legal Representative submitted that the property manager was in contact with the Tenant regularly regarding the arrears and the Tenant did make some payments but failed to clear the arrears.
14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant did not express any desire to continue the tenancy and stated that he already found another place to live. As such, I see no reason to delay eviction beyond the standard 11 days.

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:**
 - \$1,845.13 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$3,504.26 if the payment is made on or before March 1, 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 March 1, 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 March 1, 2026.**
 5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$928.56. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$54.55 per day for compensation for the use of the unit starting February 11, 2026 until the date the Tenant moves out of the unit.
 6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
 7. If the unit is not vacated on or before March 1, 2026, then starting March 2, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 8. 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 2, 2026.

February 18, 2026

Date Issued

Rachel Gibbons

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 2, 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 28, 2026

Rent Owing to February 28, 2026	\$6,234.13
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,575.00
Total the Tenant must pay to continue the tenancy	\$1,845.13

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 1, 2026

Rent Owing to March 31, 2026	\$7,893.26
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,575.00
Total the Tenant must pay to continue the tenancy	\$3,504.26

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

Rent Owing to Hearing Date	\$5,120.50
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,575.00
Less the amount of the last month's rent deposit	- \$1,625.00
Less the amount of the interest on the last month's rent deposit	- \$35.06
Total amount owing to the Landlord	\$(928.56)
Plus daily compensation owing for each day of occupation starting February 11, 2026	\$54.55 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	