



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

File Number: LTB-L-074933-25-RV

In the matter of: 4 MILLVILLE AVE
CORNWALL ON K6H4K4

Between: STADELMANN GROUP INC Landlord

And

TAJUDEEN ADELAKUN Tenant

Review Order

STADELMANN GROUP INC (the 'Landlord') applied for an order to terminate the tenancy and evict TAJUDEEN ADELAKUN (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application was resolved by order LTB-L-074933-25 issued on November 18, 2025.

On December 17, 2025, the Tenant requested a review of the order

On December 18, 2025, interim order LTB-L-074933-25-RV-IN was issued, staying the order issued on November 18, 2025.

This Tenant's request for review was heard by videoconference on January 14, 2026.

The Landlord was represented at the hearing by Marie Beaupre. The Tenant was represented by Amber Miller.

Determinations:

Request to Review

1. At the hearing the Landlord consented to the Tenant's request to review.
2. The request to review is granted. As a result, order LTB-L-074933-25 issued on November 18, 2025 was cancelled, and a new hearing was held to consider the merits of the original application.

Merits of the Original 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. The lawful rent is \$750.00. It is due on the first day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$24.66. This amount is calculated as follows: \$750.00 x 12, divided by 365 days.
7. The rent arrears owing to January 31, 2026, are \$4,515.83.
8. The Landlord paid \$186.00 to file the application and is entitled to be reimbursed that cost.
9. There is no last month's rent deposit.

Relief from Eviction

10. The Tenant does not dispute the amount of rent arrears. The issue before the Board is whether relief from eviction should be granted pursuant to section 83 of the Residential Tenancies Act, 2006 (the 'Act').
11. The Tenant experienced significant medical hardship, including a workplace injury requiring spinal surgery and, subsequently, a stroke in September 2025. The stroke resulted in physical mobility limitations, ongoing pain, and cognitive impairment.
12. Following the stroke, the Tenant's income was substantially reduced. He received limited social assistance which was insufficient to meet his rental obligations.
13. I find the arrears accrued during a period of medical crisis and income interruption. The Tenant has since engaged in rehabilitation and testified that he expects to return to modified employment with his previous employer.
14. The Tenant proposes to pay the arrears over 18 months. The Landlord is sympathetic to the Tenant's circumstances and is not opposed to a payment plan. However, the Landlord believes the arrears should be paid over 12 months.
15. The purpose of a conditional order is to bring the tenancy into good standing within a reasonable period while minimizing prejudice to the Landlord. Based on the Tenant's anticipated return to work in March 2026 and his expected employment income, I find that the arrears can reasonably be repaid over 12 months. The repayment plan shall therefore commence April 1, 2026
16. The purpose of a conditional order is to bring the tenancy back into good standing in a way that minimizes impact to the Landlord. Based on the Tenant's income upon return to work, I find this can be done in 12 months. Given the Tenant's expected to work in March 2026, the payment plan will commence April 1, 2026.

17. I have considered all of the disclosed circumstances and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The Tenant shall pay to the Landlord \$4,701.75 which represents the arrears of rent and costs outstanding for the period ending January 31, 2026.
2. The Landlord's application for eviction is denied on the condition Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Date Payment Due	Payment Amount
The first day of each month beginning April 1, 2026, and February 1, 2027	\$391.00
March 1, 2027	\$400.75

3. The Tenant shall pay the rent due February 1, 2026, on or before March 15, 2026.
4. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period March 1, 2026, to March 31, 2027, or until the arrears are paid in full, whichever date is earliest.
5. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after January 31, 2026.

February 27, 2026
Date Issued

 Bryan Delorenzi
 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.