



Order under Section 69 Residential Tenancies Act, 2006

Citation: Chang v Ijiola Awolope, 2026 ONLTB 14279

Date: 2026-03-04

File Number: LTB-L-100526-25

In the matter of: BASEMENT UNIT 1, 2 BRAMBER RD
SCARBOROUGH ON M1C1N4

Between: Kuojen Chang Landlord

And

Joseph Iyanuoluwa Ijiola Awolope Tenant

Kuojen Chang (the 'Landlord') applied for an order to terminate the tenancy and evict Joseph Iyanuoluwa Ijiola Awolope (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 9, 2026.

The Landlord's Representative, Yun Tao Li, 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 \$1,100.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$36.16. This amount is calculated as follows: \$1,100.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. It was undisputed that the rent arrears owing to February 28, 2026, are \$5,500.00.
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 \$1,100.00 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 \$31.99 is owing to the Tenant for the period from December 1, 2024, to February 9, 2026.

Section 82 Issues

10. The Tenant appeared to be attempting to raise issues under section 82 of the *Residential Tenancies Act*, 2006 (the 'Act') by uploading numerous documents to the Portal.
11. Section 82(2) of the Act provides that the tenant is required to give advance notice they intend to raise issues under section 82(1) in accordance with the LTB's Rules.
12. Under the Board's Rule 19.4 a tenant who wishes to raise issues under section 82(1) is required to both provide the Board and other parties with a written description of issues they wish to raise and a copy of their evidence at least 7 days prior to the hearing. Under Rule 19.5 a party who does not comply with Rule 19.4 shall not be permitted to raise issues under section 82(1) during a hearing for a landlord's application about rent arrears unless the Board is satisfied the tenant could not comply with the requirements.
13. Here, the Tenant did not provide the Landlord nor the Board notice of their intent to raise issues under section 82(1) of the Act. The Tenant simply uploaded numerous files to the Portal without providing a copy to the Landlord or a written description of the issues he wished to raise. The Tenant testified that he followed the instructions as listed on the notice of hearing. However, the notice of hearing clearly states that all evidence must be provided to the other party and that a Tenant must complete the "Issues a Tenant Intends to Raise at a Rent Arrears Hearing" form, which also clearly states that it must be provided to the other party prior to the hearing. I am not satisfied that the Tenant had an adequate explanation for failing to provide notice of his intent to raise issues under section 82(1).
14. On that basis I ruled that the hearing would proceed, and the Tenant would not be permitted to raise issues under section 82(1) of the Act during the hearing. This does not preclude the Tenant from filing his own application related to the issues he wished to raise.
15. Several times throughout the hearing the Tenant made comments about not being able to provide his evidence, however it related back to the attempt to raise issues under section 82. I reminded the Tenant several times that he had not properly raised his issues for this hearing but was still free to file his own applications.

Relief from eviction

16. The Tenant testified that he recently lost some family members and is the oldest in the family, so it fell to him to financially provide as well as mentally and emotionally. The Tenant testified that he also lost his job and is now self-employed and payment does not commence until May. The Tenant testified that he is currently experiencing temporary financial hardship that will stabilize in by May, but he will not be able to pay rent or arrears until then. The Tenant testified that he would need 60 to 180 days to find a new rental unit if the payment plan was not found to be reasonable.

17. The Tenant testified that he would be able to pay \$100.00 in March and April 2026 toward both the rent and arrears in total and then regular rent as of May 2026. The Tenant testified that he would then be able to pay \$150.00 toward the arrears as of May 1, 2026, until the arrears were paid in full which would take approximately 50 months.
18. The Landlord's Representative provided that the Landlord was open to a delayed eviction date of March 31, 2026, to allow the Tenant time to either pay the arrears or find new housing accommodations.
19. The Tenant's income was insufficient to cover his current expenses and rent. The Tenant's evidence about his financial position stabilizing in May was speculation at best. There was no supporting evidence provided that his self-employment payments would begin to come through in May, such as contracts or pay statements. The Tenant presented insufficient evidence that his financial circumstances would change drastically over the next few months.
20. Based on the evidence before me, I am not satisfied that the tenancy is viable due to the Tenant's insufficient income to cover rent and payments toward arrears.
21. Unfortunately, it is more unfair to the Landlord to allow the tenancy to continue as it is unclear when or if the Tenant's financial circumstances would improve to the point of paying all ongoing rent in addition to arrears.
22. However, I do find it fair to delay the eviction to March 31, 2026, as the Landlord's Representative indicated the Landlord was open to the extended eviction date and is holding a last month's rent deposit. Furthermore, this will allow the Tenant some extra time to either pay the arrears or make the necessary arrangements to find new housing.
23. As such, 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 March 31, 2026, pursuant to subsection 83(1)(b) of the Act.

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:**
 - \$6,786.00 if the payment is made on or before March 31, 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 31, 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 31, 2026.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,779.45. This amount includes rent arrears owing to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$36.16 per day for the use of the unit starting February 10, 2026, until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 31, 2026, then starting April 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 April 1, 2026.

March 4, 2026
Date Issued

Nicole Pedron
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 October 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.

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 March 31, 2026

Rent Owing To March 31, 2026	\$6,600.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$6,786.00

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

Rent Owing To Hearing Date	\$4,725.44
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,100.00
Less the amount of the interest on the last month's rent deposit	- \$31.99
Total amount owing to the Landlord	\$3,779.45
Plus daily compensation owing for each day of occupation starting February 10, 2026	\$36.16 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	