



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

File Number: LTB-L-000012-26

In the matter of: 1205-70 Queens Wharf Rd.
Toronto, ON M5V0J2

Between: Mei Yee May Law Landlord

And

Akinyemi Oludayo Thomas Tenant

Mei Yee May Law (the 'Landlord') applied for an order to terminate the tenancy and evict Akinyemi Oludayo Thomas (the 'Tenant') because the Tenant did not pay the rent owed (L1 Application).

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Tenant has been persistently late in paying the Tenant's rent (L2 Application).

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on March 5, 2026.

The Landlord's Representative, John Andersen, and the Tenant attended the hearing.

The Tenant met with Tenant Duty Counsel prior to the commencement of the hearing.

Preliminary Issues:

Request to Amend the Application

1. The Landlord's representative and the Tenant jointly requested that the Landlord's application be amended to correct the Tenant's name to Akinyemi Oludayo Thomas. The amendment was granted at the hearing.

Determinations:

L1 Application

2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$2,200.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: \$2,200.00 x 12, divided by 365 days.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to March 31, 2026, are \$8,773.00.
8. The Landlord is entitled to \$20.00 to reimburse the Landlord for administration charges and \$0.00 for bank fees the Landlord incurred as a result of 1 cheque given by or on behalf of the Tenant which was returned NSF.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$2,200.00 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.
11. Interest on the rent deposit, in the amount of \$41.86 is owing to the Tenant for the period from May 22, 2025, to March 5, 2026.

Relief from Eviction

12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, 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.
13. The Landlord's Representative submitted that the Tenant fell into arrears in September 2025. The Landlord contacted the Tenant several times regarding the

arrears and requested a payment plan, however no payments have been made since the application was filed. Parties met prior to the hearing, at which point the Tenant proposed repaying the arrears by July 2026. Given the short duration of the tenancy, the Landlord sought a standard eviction order.

14. Mr. Thomas testified that he lives alone in the unit and has been unable to pay rent due to unexpected family circumstances. One of his parents suffers from dementia, and he has been sending money home to assist with their expenses, as well as helping his girlfriend. As a result, he has not had sufficient funds to pay rent and confirmed that his March 2026 post-dated cheque will be returned for insufficient funds.
15. The Tenant stated that he wishes to remain in the rental unit and proposed a repayment plan of \$1,000.00 per month beginning March 15, 2026, while paying ongoing rent in full starting April 1, 2026. He reported monthly after-tax income of \$4,700.00 and expenses of \$820.00. After rent and arrears payments, he would retain a monthly surplus of approximately \$680.00.
16. Based on the Tenant's disclosed income and expenses, and after considering the ongoing rent obligation in conjunction with the proposed repayment schedule, I find the proposed plan to be manageable. It offers a realistic opportunity for the Tenant to maintain her tenancy while addressing the arrears within a reasonable timeframe. While the Landlord is seeking a standard eviction order, a conditional order incorporating a Section 78 clause would provide the Landlord with adequate recourse in the event of default. The Landlord's agent advised that the Landlord would not consent to Mr. Thomas's proposed 12-month payment plan. At the hearing, I informed parties that an order would be issued in accordance with the Tenant's proposal.

L2 Application

17. On December 30, 2025, the Landlord emailed the Tenant a Notice to End your Tenancy at the End of the Term (N8 notice), deemed served December 30, 2025, with a termination date of February 28, 2026. The N8 notice of termination alleges that the Tenant has been persistently late in paying the rent for 4 of 4 consecutive months.
18. Rent is due on or before the 1st day of each month. Rent for September 2025 to December 2025 was paid as follows:
 - September 2025 was paid in full on October 20, 2025
 - October 2025 was paid in full on November 15, 2025

- November 2025 was fully outstanding as of the hearing date.
- December 2025 was fully outstanding as of the hearing date.

19. Since the Tenant paid the rent late for more than 50 percent of the rental period from September 2025 to December 2025, I find that the Tenant has persistently paid the rent late.

20. Since the N8 notice was served the Tenant has paid the rent as follows

- January 2026 was fully outstanding as of the hearing date.
- February 2026 was fully outstanding as of the hearing date.
- March 2026 was fully outstanding as of the hearing date.

It is ordered that:

L1 Application

1. The Tenant shall pay to the Landlord \$11,219.00 for arrears of rent up to March 31, 2026, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Payment #	Payment Date (on or before)	Payment Amount	Balance
1	March 15, 2026	\$1,000.00	\$10,219.00
2	April 15, 2026	\$1,000.00	\$9,219.00
3	May 15, 2026	\$1,000.00	\$8,219.00
4	June 15, 2026	\$1,000.00	\$7,219.00
5	July 15, 2026	\$1,000.00	\$6,219.00
6	August 15, 2026	\$1,000.00	\$5,219.00
7	September 15, 2026	\$1,000.00	\$4,219.00
8	October 15, 2026	\$1,000.00	\$3,219.00
9	November 15, 2026	\$1,000.00	\$2,219.00
10	December 15, 2026	\$1,000.00	\$1,219.00
11	January 15, 2027	\$1,000.00	\$219.00
12	February 15, 2027	\$219.00	\$0.00

3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period from April 1, 2026, to February 1, 2027, or until the arrears are paid in full, whichever date is earliest.
4. 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 Tenant pay any new arrears, NSF fees and related charges that became owing after March 31, 2026.

L2 Application

5. If the Tenant voids the L1 portion of the order by making the required payment in accordance with paragraph 2 above, the tenancy shall continue on the condition that the Tenant pay to the Landlord new rent on time and in full as it comes due and owing for the period from April 1, 2026, to June 1, 2027.
6. If the Tenant fails to make any one of the payments in accordance with paragraph 5 of this order, 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.

March 9, 2026
Date Issued

Ken Audziss
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.