



Order under Section 69 Residential Tenancies Act, 2006

Citation: DKT B10 LP, c/o Tricon Residential v Olatunji, 2026 ONLTB 22736

Date: 2026-03-25

File Number: LTB-L-104236-25

In the matter of: 423, 100 MILL ST
TORONTO ON M5A0Y1

Between: DKT B10 LP, c/o Tricon Residential Landlord

And

Azeez Olatunji Tenant

DKT B10 LP, c/o Tricon Residential (the 'Landlord') applied for an order to terminate the tenancy and evict Azeez Olatunji (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 12, 2026.

The Landlord's Legal Representative, Faith McGregor, and the Tenant, Azeez Olatunji 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 \$3,202.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$105.27. This amount is calculated as follows: \$3,202.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,500.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$11,510.00.
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 \$3,202.00 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 \$44.95 is owing to the Tenant for the period from July 12, 2025 to March 12, 2026.
10. The Tenant is not in dispute of the arrears.
11. The Tenant stated that he was forced to leave work from December 2025 to Feb 2026 after taking ill. The Tenant stated he did not take his leave from his employer properly and as a result did not receive a paycheck for the time taken off.
12. The Tenant stated he made an transfer payment to the Landlord the day of the hearing in the amount of \$2,500.00.
13. The Tenant requested the Board consider a delay of eviction to April 30, 2026 and stated he was back at work receiving a full income form employment in the amount of \$6,000.00 as a data analyst. The Tenant also stated he required time as his employment bonus for spring would also be paid out soon and his brother had offered to loan him \$5,000.00 to \$6,000.00 to cover the arrears but required time to make the money transfer.
14. The Landlord's legal representative objected to the Tenant's request for April 30, 2026 and stated the Landlord would be willing to accept a short delay to April 9, 2026.
15. The position of the Landlord is the arrears owing are substantial and the Tenant has made insignificant payments since the application was filed. The Landlord's legal representative stated the Tenant's one payment of \$2,500.00 is less than one months rent and the payment the Tenant claims he made the day of the hearing was not confirmed by the Landlord.
16. The Landlord's legal representative noted the Tenant was employed in November 2025 however made no payment to the Landlord while receiving full income.
17. The Landlord's legal representative stated the tenancy started July 2025 and the Tenant fell into arrears by November 2025.

Relief from eviction

18. The Tenant relies solely on his oral testimony and I do not find the Tenant credible in his testimony. The Tenant's inconsistent submissions and lack of particulars and specific details regarding his claimed income, his employer bonus and the loan form his brother are such that I am not persuaded by the Tenant's submissions.
19. The Tenant led with insufficient documentary evidence to support his claim for his stated income and any bonus he may be receiving and when he may receive it.
20. I am not persuaded by the Tenant's testimony his brother has between \$5,000.00 and \$6,000.00 to loan him but requires time to transfer the funds. Even if I accept this to be

true, the Tenant has not provided reasonable explanation as to why he did not seek this money from his brother earlier to make a substantial payment towards the arrears.

21. The termination of a tenancy is a remedy of last resort and relief should be granted where the tenancy can be saved without overly prejudicing a landlord's interests.
22. With the totality of the evidence and submissions before me and on a balance of probabilities I find in this case, the tenancy is not viable.
23. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
24. This order contains all reasons for the determinations and order made. No further reasons will be issued.

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:**
 - \$11,696.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$14,898.00 if the payment is made on or before April 5, 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 April 5, 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 April 5, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,510.29. This amount includes rent arrears owing up 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 \$105.27 per day for the use of the unit starting March 13, 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 April 5, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 6, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 5, 2026, then starting April 6, 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 6, 2026.

March 25, 2026
Date Issued

Greg Brocanier
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 6, 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	\$14,010.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,500.00
Total the Tenant must pay to continue the tenancy	\$11,696.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 5, 2026

Rent Owing To April 30, 2026	\$17,212.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,500.00
Total the Tenant must pay to continue the tenancy	\$14,898.00

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

Rent Owing To Hearing Date	\$12,071.24
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,500.00
Less the amount of the last month's rent deposit	- \$3,202.00
Less the amount of the interest on the last month's rent deposit	- \$44.95
Total amount owing to the Landlord	\$6,510.29
Plus daily compensation owing for each day of occupation starting March 13, 2026	\$105.27 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

