



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

File Number: LTB-L-109014-25

In the matter of: 21, 20 GREENSBOROUGH VILLAGE CIR
MARKHAM ON L6E1M4

Between: Min Lou Landlord

And

Fatona Funmi Tenant
Deji Ayowole

Min Lou (the 'Landlord') applied for an order to terminate the tenancy and evict Fatona Funmi and Deji Ayowole (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant in this decision's title of proceedings.

The application was scheduled to be heard by video conference. Prior to the hearing, on March 19, 2026, the parties elected to participate in an Online Dispute Resolution Meeting with the assistance of Helen Giannini, a Dispute Resolution Officer and Hearing Officer, with the Landlord and Tenant Board. The Landlord was present with her son Owen Leung, who provided interpretation support. Both Tenants were present. As a result of the resolution discussion, the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the terms and consequences of their consent.

The Parties agreed:

- a. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day the application was filed.
- b. The Tenant Fatona Funmi vacated the rental unit as of December 27, 2025.
- c. The Tenant Fatona Funmi is effectively removed from the obligations of the lease/joint tenancy as of December 27, 2025.

- d. As of December 28, 2026, going forward, the remaining Tenant, Deji Ayowole is responsible for the full amount of the monthly rent.
- e. The Tenant Fatona Funmi is not responsible for the ongoing obligation to pay rent or for rent arrears that might arise after on or after December 28, 2025.
- f. The lawful rent is \$2,533.60. The rent is due on the 1st day of each month
- g. The rent arrears up to and including December 27, 2025, are \$5,141.05. The arrears owed jointly by the Tenants up to December 27, 2025, total \$4491.05. This amount takes into account all payments made towards the arrears since the notice was served, the application filed and the date of the hearing.
- h. The parties have agreed that Tenant Fatona Funmi is responsible to pay the Landlord \$1,920.53 towards the outstanding arrears accrued to the date of December 27, 2025.
- i. The Tenant, Fatona Funmi will enter into a payment plan, where she will pay \$300.00 a month, on or before the 1st of each month, beginning on April 1, 2026, towards the arrears to December 27, 2025. Any payments made by Tenant Fatona Funmi will be applied to the balance noted in paragraph h.
- j. The Tenant, Deji Ayowole agreed that he is obligated to pay \$2,570.53 for the remaining arrears owing up to December 27, 2025. There was no dispute that he had yet to pay any part of that balance as of the date of the hearing.
- k. After Fatona Funmi vacated the unit, further arrears came due an owing by the Tenant, Deji Ayowole. These arrears to March 31, 2026, including the \$186.00 application filing fee amount to \$7,786.80.
- l. The total balance owing by Tenant Deji Ayowole is \$10,357.33.
- m. In order to continue the tenancy of Tenant, Deji Ayowole, he shall pay to the Landlord the rent arrears in the amount of \$10,357.33 through a payment plan, whereby the Tenant will pay the Landlord \$466.40 a month, on or before the 1st of each month, beginning on April 1, 2026, until the arrears are paid in full.

It is ordered on consent that:

1. The Tenant, Fatona Funmi, shall pay to the Landlord \$1,920.53 for arrears of rent up to December 27, 2025.
2. The Tenant, Fatona Funmi, shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Date of Payment	Payment Amount
April 1, 2026	\$300.00
May 1, 2026	\$300.00
June 1, 2026	\$300.00
July 1, 2026	\$300.00
August 1, 2026	\$300.00
September 1, 2026	\$300.00
October 1, 2026	\$120.53

3. If the Tenant, Fatona Funmi, does not comply with the payment plan set out in paragraph 2, the balance of arrears will become due and owing and the Tenant will start to owe interest. This will be simple interest calculated at 4.00% annually on the balance outstanding.
4. The Tenant, Deji Ayowole, shall pay to the Landlord \$10,357.33 for arrears of rent up to March 31, 2026, including the application filing fee.

5. The Tenant, Deji Ayowole, shall pay to the Landlord the amount set out in paragraph 4 in accordance with the following schedule:

Date of Payment	Payment Amount
April 1, 2026	\$466.40
May 1, 2026	\$466.40
June 1, 2026	\$466.40
July 1, 2026	\$466.40
August 1, 2026	\$466.40
September 1, 2026	\$466.40
October 1, 2026	\$466.40
November 1, 2026	\$466.40
December 1, 2026	\$466.40
January 1, 2027	\$466.40
February 1, 2027	\$466.40
March 1, 2027	\$466.40
April 1, 2027	\$466.40
May 1, 2027	\$466.40
June 1, 2027	\$466.40
July 1, 2027	\$466.40
August 1, 2027	\$466.40
September 1, 2027	\$466.40
October 1, 2027	\$466.40
November 1, 2027	\$466.40
December 1, 2027	\$466.40
January 1, 2028	\$466.40
February 1, 2028	\$96.53

6. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period, of and including April 1, 2026, to February 1, 2028, or until the arrears are paid in full, whichever date is earliest.
7. 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 4 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.

March 24, 2026
Date Issued

Helen Giannini
Hearings Officer, 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.