



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

File Number: LTB-L-099512-25

In the matter of: 619, 1401 DUPONT ST
TORONTO ON M6H 2B1

Between: Dupont/Lansdowne Holdings Inc. Landlord

and

(Estate of) Olutnji Afolabi Tenant
Bosede Blessing Adekanye

Dupont/Lansdowne Holdings Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Olutnji Afolabi (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 representative, Lily McMillan and the Tenant's Spouse, Bosede Blessing Adekanye, attended the hearing.

Determinations:

1. The Tenant passed away on January 16, 2026. The rental unit is the principal residence of the Tenant's spouse, Bosede Blessing Adekanye. Pursuant to s. 2(1) of the Act a "tenant" includes the tenant's heirs, assigns, and personal representatives, and in accordance with s. 3 of O.Reg. 516/06, a spouse is deemed to be a tenant when a tenant dies if the rental unit is the spouse's principal residence, unless the spouse vacates within 30 days. In this case, Bosede Blessing Adekanye has continued to reside in the unit after the Tenant's death. Therefore, Bosede Blessing Adekanye is now the tenant under the *Residential Tenancies Act, 2006* (the 'Act') and the application has been amended accordingly.

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 \$2,300.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$75.62. This amount is calculated as follows: \$2,300.00 x 12, divided by 365 days.
6. It is undisputed that the Tenant did not make any payments since the application was filed and the rent arrears owing to March 31, 2026, are \$9,200.00.
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 \$2,300.00 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. Interest on the rent deposit, in the amount of \$45.79 is owing to the Tenant for the period from April 1, 2025, to March 12, 2026.

Relief from Eviction

9. 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 postpone the eviction until May 31, 2026, pursuant to subsection 83(1)(b) of the Act. Given the circumstances, I find that postponement is reasonable to allow the Tenant's family an opportunity to either preserve their tenancy or to secure alternative accommodation.
10. Ms. Adekanye testified that she is unemployed and that her husband was the sole income earner for the household. She has two children, 11 years old and an infant that is 8 months. She further indicated that she has been impacted by her husband's death, she is seeking counseling and attempting to find alternative funding and/or accommodation. Ms. Adekanye requested 90 days delay.
11. The Landlord's representative objected to the proposed delay and sought an eviction order with 11 days for the Tenant to pay off all outstanding amounts and void the order. It is the Landlord's position that further delay would cause financial prejudice to the Landlord because costs associated with the rental unit have to be paid. However, no documentary evidence was filed in support of the Landlord's financial position.

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 Board in trust:**
 - \$9,386.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$11,686.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$13,986.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the Board 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 May 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 May 31, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,647.65. 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 \$75.62 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 May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026, at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before May 31, 2026, then starting June 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 June 1, 2026.

March 24, 2026
Date Issued

Adeela Alvez
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 December 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	\$9,200.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,386.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2026

Rent Owing To April 30, 2026	\$11,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$11,686.00

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2026

Rent Owing To May 31, 2026	\$13,800.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$13,986.00

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

Rent Owing To Hearing Date, March 12, 2026	\$7,807.44
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,300.00
Less the amount of the interest on the last month's rent deposit	- \$45.79
Total amount owing to the Landlord	\$5,647.65
Plus daily compensation owing for each day of occupation starting March 13, 2026	\$75.62 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	