



**Order under Section 78(11)
Residential Tenancies Act, 2006**

File Number: LTB-L-012293-26-SA

In the matter of: 2, 3 TROYER ST
BRAMPTON ON L7A4T4

Between: Olusola Akinloye Landlords
Amudat Ronke Akinloye

And

Doreen Olusholla Mavis Jones Tenants
Avril Jones

Olusola Akinloye and Amudat Ronke Akinloye (the 'Landlords') applied for an order to terminate the tenancy and evict Doreen Olusholla Mavis Jones and Avril Jones (the 'Tenants') and for an order to have the Tenant pay the rent they owe because the Tenant did not meet a condition specified in the consent order issued on September 12, 2025 with respect to application LTB-L-106085-24 and LTB-L-050830-25-SA.

The Landlords' application was resolved by order LTB-L-012293-26, issued on February 27, 2026. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-012293-26.

This motion was heard by videoconference on April 9, 2026.

The Landlord, Olusola Akinloye, and the Tenants attended the hearing.

Determinations:

There was a breach of the previous order

1. The Tenants failed to meet a condition specified in the consent order issued on September 12, 2025 with respect to application LTB-L-106085-24 and LTB-L-050830-25-SA.
2. The Tenants do not dispute that they failed to pay the \$86.00 in rent arrears by January 31, 2026 and they failed to pay the full rent of \$1,700.00 on or by February 1, 2026.
3. The Tenants submit it was an oversight that they missed the \$86.00 payment and they requested to pay this amount by April 30, 2026.

4. The Tenant submit that the February payment was sent to a dormant e-transfer account, and it took them time to recover additional funds which they did eventually pay to the Landlord on or about February 19, 2026.

The surrounding circumstances

5. The Tenant has a child in elementary school and everything relating to their lifestyle is within close proximity to the rental unit. One of the Tenants is a senior. They have lived together in the unit for approximately five years.
6. The Tenants did not dispute that they actually failed to pay any of the outstanding arrears payment in full or on time since the payment plan began in starting August 31, 2025. They were required to pay \$686.00 in regular monthly installments on the last day of each month.
7. Admittedly by both parties, the Tenants did manage to pay the lawful monthly rent in full and on or by the first day of each month for a period of 6 months from September 1, 2025 to March 1, 2026, with the exception of the full payment for February not being paid until February 19th, the Tenants did pay half of the February rent early on or by January 3, 2026.
8. The Landlord has their own family with six family members which must also meet their financial obligations, and I accept that the Landlords are frustrated with the breach by the Tenants and that they have been generous in not increasing the rent and not applying for eviction based on the ongoing payment plan breaches. I also agree with the Landlords that a breach of such a payment obligation is not to be taken lightly as Board orders are intended to be serious with the consequences of termination of a tenancy upon default.
9. However, since the Tenants only have a small balance and they have otherwise established that they are able to pay the ongoing rent, I find the Tenants motion should be granted under all of the disclosed circumstances.
10. To reduce the prejudice to the Landlords, I also find it appropriate to extend the original order to pay on time from September 1, 2025 to August 1, 2026 to a new twelve month period starting from May 1, 2026 to April 1, 2027. The Tenants shall also pay the outstanding balance of \$86.00 on or by April 30, 2026. All payments will be subject to the condition that if the payment is not made in full and on time, then the Landlords may file for termination of the tenancy for the breach.
11. An oral decision was given at the hearing and this order reflect my decision.

It is ordered that:

1. The motion to set aside Order LTB-L-012293-26, issued on February 27, 2026, is granted.
2. Order LTB-L-012293-26, issued on February 27, 2026, is set aside and cannot be enforced.
3. The order issued on September 12, 2025 with respect to LTB-L-106085-24 and specifically LTB-L-050830-25-SA is amended as follows:

4. The tenancy between the Landlord and the Tenant continues if the Tenants meet the conditions set out below.
5. The Tenants shall pay to the Landlords \$86.00 for rent arrears on or by April 30, 2026; and
6. The Tenants shall pay to the Landlords the lawful monthly rent in full and on time on or by the first day of each consecutive month for a period of at least twelve months starting May 1, 2026 and continuing up to and including to April 1, 2027.
7. If the Tenants fail to comply with the conditions set out in paragraphs **5 or 6** of this order, the Landlords may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenants. The Landlords must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenants.

April 21, 2026
Date Issued

Terri van Huisstede
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.