



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

File Number: LTB-L-007547-26

In the matter of: 13 DEL RAY CRES
WASAGA BEACH ON L9Z0N7

Between: GAURAV BAWEJA Landlord

And

TAIWO B ARE Tenant
OLASUNKANMI OGU ARE

Gaurav Baweja (the 'Landlord') applied for an order to terminate the tenancy and evict TAIWO B ARE and OLASUNKANMI OGU ARE (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 7, 2026.

The Landlord and the Tenant Taiwo B Are 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 \$3,250.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$106.85. This amount is calculated as follows: \$3,250.00 x 12, divided by 365 days.
5. The Tenant disputed the amount of arrears but upon further investigation during the hearing it was revealed that the payments alleged by both parties are largely consistent with one another. The tenancy started December 1, 2025. Prior to that the Tenant testified that he made two payments in November 2025 that equal \$3,250.00. Those payments were applied by the Landlord to the last month's rent deposit. The Tenant then made two payments in December 2025 that equal \$3,250.00. Those payments were applied by the Landlord to rent for December 2025. After that the Tenant testified that he made no more

payments, however the Landlord said that a \$500.00 payment was received in January 2026. Both parties agree that nothing was paid after that.

6. The rent arrears owing to April 30, 2026, are \$12,500.00. For the four-month period between January 1, 2026, to April 30, 2026, during which time \$13,000.00 in total rent was charged, the only payment made was \$500.00.
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 \$3,250.00 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 \$25.80 is owing to the Tenant for the period from November 21, 2025, to April 7, 2026.
10. We do not find that it would be fair to impose a payment plan as we are not satisfied that the Tenant would abide by it. The Tenant has made no payments in the last three months. The Tenant testified that he is receiving OAS, and CPP and is working but it is unstable. We are not satisfied that the Tenant can afford a payment plan that would result in the arrears being paid off in a reasonable period.
11. We considered that the Tenant's income source is OAS, CPP, the Tenant's work is unstable at the moment, and that the eviction will also impact the Tenant's son and wife. However, ultimately, after considering all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), we find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The arrears are substantial; the Tenant has only made one partial payment in the last four months, the Tenant does not have the income to support the tenancy, the Landlord testified that he is a small landlord and the arrears impact him, and the Landlord has been waiting a long time for repayment.

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:**
 - \$12,686.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$15,936.00 if the payment is made on or before May 4, 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 May 4, 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 4, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,908.15. 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 \$106.85 per day for the use of the unit starting April 8, 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 4, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 5, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 4, 2026, then starting May 5, 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 May 5, 2026.

April 23, 2026
Date Issued

Heather Woodside
Member, Landlord and Tenant Board

Amanda Kovats
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 November 5, 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 April 30, 2026

Rent Owing To April 30, 2026	\$12,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$12,686.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 4, 2026

Rent Owing To May 31, 2026	\$15,750.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$15,936.00

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

Rent Owing To Hearing Date	\$9,997.95
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,250.00
Less the amount of the interest on the last month's rent deposit	- \$25.80
Total amount owing to the Landlord	\$6,908.15
Plus, daily compensation owing for each day of occupation starting April 8, 2026	\$106.85 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	