



Order under Section 69 Residential Tenancies Act, 2006

Citation: OMOSEFE v Adun, 2026 ONLTB 32280

Date: 2026-04-24

File Number: LTB-L-009660-26

In the matter of: Lower level 11 St. Gaspar Court
North York Ontario M9L 2K5

Between: PIUS OMOSEFE Landlord

And

Thompson Osazuwa Adun Tenant

PIUS OMOSEFE (the 'Landlord') applied for an order to terminate the tenancy and evict Thompson Osazuwa Adun (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 15, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

Preliminary issue

1. As explained at the hearing, s.43 of the *Residential Tenancies Act, 2006* (the 'Act') states:

43 (1) Where this Act permits a landlord or tenant to give a notice of termination, the notice shall be in a form approved by the Board and shall,

(a) identify the rental unit for which the notice is given; ...

2. The N4 Notice of Termination served to the Tenant with the termination date of January 21, 2026 failed to identify that the rental unit is located on the lower level.

3. As the Tenant was not initially in attendance the Landlord called the Tenant to attend the hearing. The Tenant attended and confirmed that he was in receipt of the N4 notice, he did not dispute what the notice outlined, and he understood that he had the opportunity to void the notice by paying the outlined amount of \$4,050.00.

4. On this basis I declared that the N4 notice met substantial compliance pursuant to s.212 of the Act where it is outlined:

Substantial compliance sufficient

212 (1) Substantial compliance with this Act respecting the contents of forms, notices or documents is sufficient. 2006, c. 17, s. 212.

When error still constitutes substantial compliance

(2) For greater certainty, an error in the contents of a form, notice or document still constitutes substantial compliance with this Act, as long as the error does not significantly prejudice a party's ability to participate in a proceeding under this Act.

5. The application was amended accordingly, and the matter proceeded to hearing of the Landlord's L1 application.

L1 Application

6. 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.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$3,300.00. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$108.49. This amount is calculated as follows: \$3,300.00 x 12, divided by 365 days.
10. The Tenant has paid \$3,400.00 to the Landlord since the application was filed.
11. The rent arrears owing to April 30, 2026 are \$7,550.00.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$3,300.00 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.
14. Interest on the rent deposit, in the amount of \$13.86 is owing to the Tenant for the period from February 2, 2026 to April 15, 2026.
15. The Tenant does not dispute the arrears of rent, he said was unemployed for a past period of time, began a new job in December 2025 earning \$2,400.00 per month take home pay. He said that his cousin helps with the payment of rent and sends the Landlord monthly e-transfers of \$2,000.00 directly.
16. The Tenant said that he recognizes the difficulty he has put the Landlord in, that he has had some financial difficulty and requires some additional time to make arrangements.

17. The Landlord while seeking a standard order for eviction and rental arrears.

Relief from eviction

18. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), 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.

19. In arriving at my determination, I have considered the submissions of the parties', and I am satisfied that given the Tenant's income, without the financial support from his cousin, who's income and employment could not be verified renders this tenancy as no longer viable.

20. This order contains all of the reasons for the decision within it. No further reasons shall 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:**

- \$7,736.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$11,036.00 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 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 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 \$2,749.49. 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 \$108.49 per day for the use of the unit starting April 16, 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.

April 24, 2026
Date Issued

Alicia Johnson
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 April 30, 2026

Rent Owing To April 30, 2026	\$10,950.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,400.00
Total the Tenant must pay to continue the tenancy	\$7,736.00

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

Rent Owing To May 31, 2026	\$14,250.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,400.00
Total the Tenant must pay to continue the tenancy	\$11,036.00

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

Rent Owing To Hearing Date	\$9,277.35
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,400.00
Less the amount of the last month's rent deposit	- \$3,300.00
Less the amount of the interest on the last month's rent deposit	- \$13.86
Total amount owing to the Landlord	\$2,749.49
Plus daily compensation owing for each day of occupation starting April 16, 2026	\$108.49 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	