



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

File Number: LTB-L-021344-26

In the matter of: J/1302-C, 15 VENA WAY
NORTH YORK ON M9M0G8

Between: HARRINGTON HOUSONG ONC Landlord

And

Fuad Badiru Badiru Tenant

HARRINGTON HOUSONG ONC (the 'Landlord') applied for an order to terminate the tenancy and evict Fuad Badiru Badiru (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 19, 2026.

The Landlord's Legal Representative, Merve Ozdemir and the Tenant attended the hearing.

Determinations:

Preliminary Issue – What is the Lawful Monthly Rent?

1. The Tenant sought an order determining that the lawful monthly rent ought to be \$900.00 rather than the \$1,040.00 claimed by the Landlord in this application. The Landlord submits that the lawful monthly rent is \$1,040.00.
2. The Tenant testified that when he initially began viewing the Landlord's available rental units, he was shown a different rental unit. The Tenant testified he was subsequently told that the rental unit he was shown was no longer available but that the Landlord had another rental unit available. The Tenant subsequently signed a lease agreement for his current rental unit at a monthly rent of \$1,040.00. The Tenant submits that he is being overcharged for the rental unit as he has spoken with other residents who have advised they pay approximately \$900.00 per month for similar rental units.
3. Based on the evidence before me, I am satisfied that the Tenant knowingly entered into a lease agreement for his rental unit at \$1,040.00 per month. I am satisfied based on the testimony of the parties that the lawful monthly rent is \$1,040.00 which are the terms agreed upon by the parties in the lease agreement.

L1 Application – Non-Payment of Rent

4. 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.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$1,040.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$34.19. This amount is calculated as follows: \$1,040.00 x 12, divided by 365 days.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to May 31, 2026 are \$4,160.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,040.00 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.
12. Interest on the rent deposit, in the amount of \$24.35 is owing to the Tenant for the period from April 8, 2025 to May 19, 2026.
13. 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 June 30, 2026 pursuant to subsection 83(1)(b) of the Act.
14. The Tenant testified that he can pay the full arrears owing by June 30, 2026. I find that it would not be unfair to grant a brief postponement of eviction to allow the Tenant to either pay in full and void this order or to move out of the rental unit.

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:**
 - \$4,346.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$5,386.00 if the payment is made on or before June 30, 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 June 30, 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 June 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,891.26. 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 \$34.19 per day for the use of the unit starting May 20, 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 June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 30, 2026, then starting July 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 July 1, 2026.

May 26, 2026
Date Issued

Christopher Lin
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 January 1, 2027 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 May 31, 2026

Rent Owing To May 31, 2026	\$4,160.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$4,346.00

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

Rent Owing To June 30, 2026	\$5,200.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$5,386.00

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

Rent Owing To Hearing Date	\$3,769.61
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,040.00
Less the amount of the interest on the last month's rent deposit	- \$24.35
Total amount owing to the Landlord	\$2,891.26
Plus daily compensation owing for each day of occupation starting May 20, 2026	\$34.19 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	