



Order under Section 69 Residential Tenancies Act, 2006

Citation: Zaidi v Adeyemo, 2026 ONLTB 40943

Date: 2026-05-29

File Number: LTB-L-016260-26

In the matter of: 1481 MOCKINGBIRD SQ
PICKERING ON L1X0N8

Between: Syed Hasan Jamal Zaidi Landlord

And

Babajide Adeyemo Tenants
Olamide Adeyemo

Syed Hasan Jamal Zaidi (the 'Landlord') applied for an order to terminate the tenancy and evict Babajide Adeyemo and Olamide Adeyemo (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 5, 2026.

The Landlord, the Tenants, and the Tenants' representative Amy McCue attended the hearing.

Determinations:

1. The parties dispute whether the Tenants paid rent for January 2026. The parties agree that all other rent has been paid. For the following reasons I find that the Tenants owe no rent arrears and therefore the Landlord's application is dismissed.
2. The Landlord purchased the property September 2025 and inherited the existing tenancy. The Landlord testified that he did not receive rent from the Tenants for January 2026.
3. The lawful rent is \$3,400.00. It is due on the first day of each month.
4. The Tenants testified that they moved into the rental unit March 1, 2025 and paid \$6,800.00 for March and April 2025. The Tenants provided a copy of the bank draft they used to make the payment (DOC-7845172, page 14). The Landlord does not allege that those months are unpaid, I've provided this information only for context.
5. The Tenants testified that they also paid another \$6,800.00 at the start of the tenancy that was intended as a last month's rent deposit and pre-paid rent for January 2026. The

Tenants provided a copy of the bank draft they used to make the payment (DOC-7845172, page 16).

6. The Tenants provided a copy of their original lease agreement that supports that they paid a rent deposit and rent for January 2026 (DOC-7845172, pages 5 and 8).
7. Later in the tenancy the Tenants signed another lease (DOC-7845172, page 21). The Landlord testified that this is the lease he got when he purchased the property, and he believes it to be the legitimate lease. This lease does not mention a rent deposit nor the pre-paid rent for January 2026. The Tenant testified that the second lease was signed after experiencing a serious medical event and prior to getting any legal advice.
8. I accept the Tenants' testimony that they paid a rent deposit and pre-paid rent for January 2026 at the start of the tenancy. The testimony was offered in a forthright manner and was bolstered by supporting documentation in the form of the original lease agreement and a banking record.
9. Section 37 of the *Residential Tenancies Act, 2006*, ('the RTA') establishes that a tenancy can only be terminated in accordance with the RTA. As such the Tenants did not create a new tenancy when they signed the second lease nor did the Tenants payments disappear. The tenancy continued as it had not been terminated in accordance with the RTA.
10. Section 18 of the RTA establishes that covenants run with the land. As such, even if the Landlord was not informed of the rent deposit and pre-paid rent at the beginning of the tenancy those payments still exist and must be honoured by the current Landlord.
11. As the Tenants do not owe rent the application is dismissed.

It is ordered that:

1. The application is dismissed.

May 29, 2026
Date Issued

Amanda Kovats
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.