



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

File Number: LTB-L-018702-26

In the matter of: Basement Unit, 1548 PENNEL DR
OSHAWA ON L1K0J9

Between: Bukola Adebimpe Ogunyale Landlord

And

Benjamin Lavern Warren Tenant

Bukola Adebimpe Ogunyale (the 'Landlord') applied for an order to terminate the tenancy and evict Benjamin Lavern Warren (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 11, 2026.

The Landlord, the Landlord's Agent, Henry Osemare Elimimian, the Tenant and the Tenant's Support, Raghav Maini attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day 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 \$1,700.00. It is due on the 15th day of each month.
4. The Tenant has paid \$3,400.00 to the Landlord since the application was filed.
5. The rent arrears owing to May 14, 2026 are \$1,700.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. Accordingly, the total amount the Tenant owes the Landlord is \$1,886.00.

8. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
9. The Tenant testified that he fell into arrears as he lost his job and was relying on his pension to pay the monthly rent. The Tenant testified that he has now obtained employment and will be able to pay his rent plus an additional \$400.00 each month starting May 15, 2026 until the arrears are paid in full.
10. The Tenant's proposed payment plan would have the Landlord paid in full within 5 months. While the Landlord opposes the Tenant's request for relief, I find that it would not be unfair to grant the proposed payment plan. The arrears are low, the payment plan would have the Landlord paid off within 5 months, and the Landlord will be made whole within a short period and if the Tenant misses any payments the Landlord's losses are offset by section 78 of the Act.

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,886.00 for arrears of rent up to May 14, 2026 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a. \$400.00 on or before the 15th day of each month for the period of May 15, 2026 to August 15, 2026'
 - b. \$286.00 on or before September 15, 2026.
3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period May 15, 2026 to September 15, 2026, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after May 14, 2026.

June 1, 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.