



Order under Section 69 Residential Tenancies Act, 2006

Citation: The Ironstone Building Company Inc. v Akintola, 2026 ONLTB 43083

Date: 2026-06-02

File Number: LTB-L-004304-26

In the matter of: 516 Gatestone Rd
London ON N6M0M3

Between: The Ironstone Building Company Inc. Landlord

And

Kolawole Monsur Akintola Tenants
Abiola Shakirat Akintola

The Ironstone Building Company Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Kolawole Monsur Akintola and Abiola Shakirat Akintola (the 'Tenants') because the tenancy was entered into as a result of an agreement to purchase the condominium unit and the agreement has been terminated.

The Landlord also applied for an order requiring the Tenants to pay the rent that the Tenants owe.

This application was heard by videoconference on May 21, 2026.

The Landlord's representative Kristin Ley, the Landlord's agent Dave Stimac, and the Tenant Abiola Shakirat Akintola attended the hearing. The Tenant spoke with Duty Counsel prior to the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for arrears in the application. Therefore, the Tenants must move out of the rental unit on or before July 3, 2026.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. As of the hearing date, the Tenants still reside in the rental unit.

N8 Notice of Termination

4. On January 9, 2026, the Landlord gave the Tenants an N8 notice of termination deemed served on January 14, 2026 by mail. The N8 has a termination date of March 31, 2026. The notice of termination contains the following allegations:
 - (a) That an agreement of purchase and sale for the rental unit was entered into by the parties on September 3, 2024.
 - (b) That the Tenants/the purchasers took interim occupancy of the condominium unit on November 1, 2024 pursuant to the agreement of purchase and sale.
 - (c) That the agreement of purchase and sale was terminated on November 28, 2025.
5. The parties agree that the tenancy arose out of an agreement of a purchase and sale of a condominium unit in good faith and that the agreement has been terminated.

Daily compensation, arrears, rent deposit

6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. There is no last month's rent deposit.
8. The Landlord did not claim daily compensation from the termination date to the Tenants move out date on the L2 application. In the hearing, the Landlord requested an amendment to the application to include that amount. This was denied as I found that it would be financially prejudicial to the Tenants to include an order for additional sums without having provided the Tenants with prior notice.
9. Pursuant to the L9 application for arrears, the parties agree that \$2,200.00 was owing by the Tenants as of the hearing date for the month of May 2026. The Tenants shall compensate the Landlords in this amount.

Relief from eviction

10. The Landlord's representative requested an order that the tenancy be terminated because the Landlord always intended to sell the rental unit and a sale cannot proceed if the Tenants are permitted to reside there. The Tenant stated that she is working part time jobs which do not pay enough to cover all of her monthly expenses. As such, I find that the tenancy is not financially viable, and it is appropriate to terminate it in the circumstances so that the Landlord may proceed with a sale.
11. The Tenant requested until July 3, 2026 to move out because she has four children, three of whom are minors and who would have their school season disrupted if they were required to vacate before June 30th. The Landlord was opposed to this request. However, I find the Tenant's request to be reasonable in the circumstances given the issuance date of this order. 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 July 3, 2026 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before July 3, 2026.
2. If the unit is not vacated on or before July 3, 2026, then starting July 4, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 4, 2026.
4. The tenancy between the Landlord and the Tenants is terminated as of July 3, 2026.
5. The Tenants shall also pay to the Landlord \$2,386.00. This represents \$186.00 for the cost of filing the application and arrears of rent in the amount of \$2,200.00.
6. If the Tenants do not pay the Landlord the full amount owing on or before July 3, 2026, the Tenants will start to owe interest. This will be simple interest calculated from July 4, 2026 at 4.00% annually on the balance outstanding.

June 2, 2026
Date Issued

Madeline Ntoukas
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.