



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

File Number: LTB-L-025629-26

In the matter of: 604, 34 TUBMAN AVE
TORONTO ON M5A0R2

Between: Southview Capital Group Inc. C/O Bond Lake Management Group Landlord

And

Mathew Kolawole Tenants
Daniel Jemima Livingstone

Southview Capital Group Inc. C/O Bond Lake Management Group (the 'Landlord') applied for an order to terminate the tenancy and evict Mathew Kolawole and Daniel Jemima Livingstone (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on May 26, 2026.

Only the Landlord's Legal Representative, Galina Khavrenko, attended the hearing.

As of 10:17 A.M., the Tenants were not present nor represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Preliminary Issue:

1. The Certificate of Service states that the N4 Notice to End Tenancy Early for Non-Payment of Rent (N4 Notice) had been served to the Tenants by email. Subsection 191(2) of the *Residential Tenancies Act, 2006* (the "Act") states that a notice that is not given in accordance with subsection 191(1) shall be deemed to have been validly given if it is proven that its contents came to the attention of the person for whom it was intended within the required time period.

2. As no such proof had been submitted to the Board, validity of the service of the N4 Notice needed to be confirmed. Consequently, at the commencement of the hearing, I asked the Landlord's Legal Representative if there is consent between the Landlord and Tenants to use email as a method of service for serving notices or other important documents pertaining to the tenancy. The Landlord's Legal Representative submitted that DOC ID 8030124, Exhibit 1, which is the Tenancy Agreement, confirms that both parties consented to the use of email as a method of service for notices and other important documents pertaining to the tenancy.

The L1 Application:

3. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
4. As of the hearing date, the Tenants were still in possession of the rental unit.
5. The lawful rent is \$2,850.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$93.70. This amount is calculated as follows: \$2,850.00 x 12, divided by 365 days.
7. The Tenants have not made any payments since the application was filed.
8. The rent arrears owing to May 31, 2026, are \$8,550.00.
9. The Landlord is entitled to \$60.00 to reimburse the Landlord for administration charges and \$75.00 for bank fees the Landlord incurred as a result of 3 cheques given by or on behalf of the Tenants which was returned NSF.
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 \$2,850.00 from the Tenants 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 \$24.93 is owing to the Tenants for the period from February 1, 2026, to June 30, 2026.

Relief from eviction:

13. The Landlord's Legal Representative seeks a standard order with no delay in eviction.

14. The Landlord's Legal Representative submitted that the Landlord had attempted to contact the Tenants several times by sending emails and leaving voice messages, but the Tenants have been unresponsive each time.
15. The Landlord's Legal Representative submitted that the Landlord obtained confirmation from the security desk in the building that the Tenants still reside in the rental unit.
16. When asked, the Landlord's Legal Representative stated that they were unaware of any factors to consider with respect to the Tenants' relief from eviction. Despite the service of the notice and the L1, no payments have been made in the interim to support this tenancy.
17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including the fact that the Landlord made several attempts to contact the Tenants to negotiate a repayment agreement and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$11,721.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have 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 Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before June 30, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$5,996.07. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$93.70 per day for the use of the unit starting until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before June 30, 2026, the Tenants 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.

June 19, 2026

Date Issued

Farzana Kanji

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 Tenants 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	\$11,400.00
Application Filing Fee	\$186.00
NSF Charges	\$135.00
Total the Tenant must pay to continue the tenancy	\$11,721.00

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

Rent Owing To Hearing Date	\$8,850.00
Application Filing Fee	\$186.00
NSF Charges	\$135.00
Less the amount of the last month's rent deposit	- \$2,850.00
Less the amount of interest owed on the last month's rent deposit	-\$24.93
Total amount owing to the Landlord	\$5,996.07
Plus daily compensation owing for each day of occupation starting	\$93.70 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	