



Order under Section 69 Residential Tenancies Act, 2006

Citation: DKT B10 LP c/o Tricon Residential v Haruna, 2026 ONLTB 41969

Date: 2026-06-04

File Number: LTB-L-015358-26

In the matter of: 520-100 Mill St.
Toronto, ON M5A0Y1

Between: DKT B10 LP c/o Tricon Residential Landlord

And

Abdulbasit Haruna Tenant
Abdulbadil Haruna

DKT B10 LP c/o Tricon Residential (the 'Landlord') applied for an order to terminate the tenancy and evict Abdulbasit Haruna and Abdulbadil Haruna (collectively the 'Tenant') because the Tenant did not pay the rent owed.

This application was heard by videoconference on May 7, 2026.

The Landlord's Legal Representative, Faith McGregor, the Landlord's Agent, Anna Savchuk and both named Tenants attended the hearing.

The Tenant met with Tenant Duty Counsel prior to the commencement of the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,883.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$94.78. This amount is calculated as follows: \$2,883.00 x 12, divided by 365 days.
5. The Tenant has paid \$9,167.00 to the Landlord since the application was filed.

6. The uncontested rent arrears owing to May 31, 2026, are \$3,755.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,883.00 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.
9. Interest on the rent deposit, in the amount of \$21.07 is owing to the Tenant for the period from January 1, 2026, to May 7, 2026.

Relief from Eviction

10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the Landlord's efforts to negotiate a repayment arrangement and the Tenants' financial circumstances. I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. The Landlord's Representative submitted that the Tenant first fell into arrears in December 2025. The Landlord sent multiple reminder letters in February, March and April 2026 advising the Tenants of the outstanding balance, requesting payment arrangements, and inviting them to contact the Landlord to discuss repayment options. to contact the Landlord to discuss repayment. Although the Tenants made significant payments after the application was filed, the Landlord opposed a repayment plan or extended termination date and requested a standard eviction order.
12. The Tenants sought to preserve the tenancy and proposed seven-month repayment plan requiring monthly arrears payments of \$563.00 in addition to paying ongoing rent in full- and on-time beginning June 1, 2026.
13. Tenant Abdulbasit Haruna testified that he is a full-time student who receives a monthly allowance of \$1,000.00 from his parents and income from a \$15,000.00 investment. He stated that withdrawing funds from the investment to settle the rent arrears would result in a financial penalty. His monthly expenses totalled \$380.00 consisting of \$300.00 for transportation and \$80.00 for his mobile phone.
14. Tenant Abdulbadil Haruna testified that he is also a full-time student and earns approximately \$2,000.00 per month through casual employment. The Tenants also receive an additional \$1,500.00 per month from their parents. His monthly expenses totalled \$325.00 consisting of \$175.00 for transportation, \$100.00 for his credit card and \$50.00 for his cell phone.
15. The Tenants disclosed shared household expenses ranging from \$1,690.00 to \$1,940.00 per month consisting of: \$190.00 for electricity; \$50.00 for home internet service; \$30.00 for streaming services; \$20.00 for tenants' insurance;

\$650.00 for groceries including food for their cat; and a range of between \$750.00 to \$1,000.00 for entertainment. The Tenants also confirmed that their parents cover all education-related expenses, including tuition and books.

16. Based on the evidence, the Tenants' total monthly expenses, excluding rent, range from approximately \$2,395.00 to \$2,645.00. After accounting for rent, the household budget reflects a monthly deficit of between \$778.00 and \$1,028.00. If the proposed arrears repayment is added, the monthly shortfall increases to between \$1,341.00 and \$1,591.00.
17. While the Tenants have made significant payments made since the application was filed, the financial information provided demonstrates that the Tenants do not have sufficient income to meet their ongoing expenses, including rent, while also servicing the arrears.
18. As the Tenant was unable to demonstrate the financial capacity to sustain the tenancy, I concluded that the tenancy could not be preserved. I explained to the parties that the Tenants current financial circumstances do not support the viability of the tenancy and discussed with parties a standard 11-day eviction order with a termination date of May 24, 2026.
19. Considering the date of issuance, a standard 11-day eviction order has been issued with a termination date of June 15, 2026.

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:**
 - \$6,824.00 if the payment is made on or before June 15, 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 15, 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 15, 2026.**
5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$1,182.61. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$94.78 per day for

compensation for the use of the unit starting May 8, 2026, until the date the Tenant moves out of the unit.

6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
7. If the unit is not vacated on or before June 15, 2026, then starting June 16, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 June 16, 2026.

June 4, 2026

Date Issued

Ken Audziss

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 December 16, 2026, 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.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

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 June 15, 2026

Rent Owing to June 30, 2026	\$15,805.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$9,167.00
Total the Tenant must pay to continue the tenancy	\$6,824.00

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

Rent Owing to Hearing Date, May 7, 2026	\$10,702.46
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$9,167.00
Less the amount of the last month's rent deposit	- \$2,883.00
Less the amount of the interest on the last month's rent deposit	- \$21.07
Total amount owing to the Landlord	\$(1,182.61)
Plus, daily compensation owing for each day of occupation starting May 8, 2026	\$94.78 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	