



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

File Number: LTB-L-023705-26

In the matter of: 11 WALBY DR
NORTH YORK ON M9L2V9

Between: 2222115 Ontario Inc. Landlord

And

Balagi Dukureh Tenant

2222115 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Balagi Dukureh (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 4, 2026.

The Landlord's Representative, Reshma Nair and the Tenant's Representative, Chastity Jackson attended the hearing.

The Tenant's Representative requested an adjournment because the Tenant initially contacted her on May 25, 2026, and retained her services on June 2, 2026. The Tenant intended on raising s. 82 issues which were not disclosed or uploaded to the portal as of the date of the hearing. The Tenant's Representative argued that the Tenant required additional time to prepare for the hearing.

The Landlord's Representative opposed the adjournment request and argued that granting said request would be highly prejudicial due to the Board's monetary jurisdiction and significantly high arrears of \$47,200.00 owing at the time of the hearing. The Landlord's Representative also argued that the Tenant had not made any payments since the filing of this application and that the Tenant has had ample opportunity to secure legal counsel.

Based on the circumstances of the parties, I did not find it reasonable to grant the adjournment request because I am not satisfied that the Tenant had extenuating circumstances preventing them from seeking legal counsel upon receiving the notice of hearing. Nor am I satisfied that the Tenant could not seek counsel prior to May 25, 2026, approximately three weeks after being served with the notice of hearing by the Board. The arrears are significant, and the Tenant has not made any payments for a period of almost eight months. The Tenant may also file their own application if they choose to do so. Therefore, the adjournment request was denied.

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 \$5,500.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$180.82. This amount is calculated as follows: \$5,500.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to June 30, 2026, are \$47,200.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. The Landlord's Representative submitted that the Landlord was unaware of any circumstances requiring the Board to delay or deny termination of the tenancy and sought the issuance of a standard order. The Landlord was agreeable to a short extension as to allow the Tenant additional time to secure alternative housing.
10. The Tenant's Representative submitted that the reason the Tenant fell into arrears was because the Tenant was previously employed by the Landlord and the parties had a falling out which resulted in the Tenant losing his employment and income. The Tenant's Representative also argued that the Tenant claims to be owed pay for work completed for the Landlord. The Tenant's Representative argued that the Tenant has a family of six, including four children, who are all on a limited income, making it more difficult to secure alternative housing at a reasonable rate. The Tenant's Representative sought relief for the Tenant by way of an extended termination date allowing the Tenant to secure alternative housing. The Tenant's Representative sought an extension of three months.
11. Based on the circumstances of the parties, I find that a short extension of time is appropriate given the Tenant's personal circumstances. I note that the arrears are significant and near the Board's monetary jurisdiction of \$50,000.00. Therefore, I find that an extension to June 30, 2026, to be appropriate in these circumstances.
12. 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 June 30, 2026, pursuant to subsection 83(1)(b) of the Act.

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:**
 - \$47,386.00 if the payment is made on or before June 30, 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 30, 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 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$42,609.28. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$180.82 per day for the use of the unit starting June 5, 2026, until the date the Tenant moves out of the unit, to a maximum of \$50,000.00.
7. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenant 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 10, 2026
Date Issued

Ilan Shingait
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 10, 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.

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 30, 2026

Rent Owing to June 30, 2026	\$47,200.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$47,386.00

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

Rent Owing to Hearing Date	\$42,423.28
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$42,609.28
Plus, daily compensation owing for each day of occupation starting June 5, 2026	\$180.82 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	