



Order under Section 69 Residential Tenancies Act, 2006

Citation: Asset Maintenance Pros v Adekoyejo, 2026 ONLTB 45787

Date: 2026-06-18

File Number: LTB-L-020798-26

In the matter of: PH01, 250 LESTER ST
WATERLOO ON N2L3W5

Between: Asset Maintenance Pros Landlord

And

Babajide Adekoyejo Tenant

Asset Maintenance Pros (the 'Landlord') applied for an order to terminate the tenancy and evict Babajide Adekoyejo (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 14, 2026.

The Landlord's Legal Representative Brittany Colley, and the Tenant attended 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 \$3,394.72. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$111.61. This amount is calculated as follows: \$3,394.72 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 May 31, 2026, are \$23,938.61. The Tenant did not dispute the amount of arrears.
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 \$3,224.98 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. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
10. The Landlord is seeking a standard eviction order. The Tenant is asking for the eviction to be delayed because he plans on relocating out of the province by July. The Tenant testified that the friends who had been sharing the rental unit with the Tenant failed to pay their share of the rent and that is when the arrears started. The Tenant is now living alone in the rental unit and is solely responsible for the rent. The Tenant has only recently returned to work following a period of unemployment.
11. The parties have discussed a payment plan, but the Tenant is unable to pay the lawful monthly rent, let alone any extra for the repayment of arrears. In these circumstances, including that the arrears are significant, I am satisfied it would be unfair to deny or delay the eviction.
12. The Tenant stated that there was a ceiling leak in one of the rooms that was not repaired properly. While this issue could be the subject of a T2 or T6 application before the Board, I am not satisfied that the Tenant has established a serious breach within the meaning of section 83(3) 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:**
 - \$27,519.33 if the payment is made on or before June 29, 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 29, 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 29, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$19,067.45. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.

6. The Tenant shall also pay the Landlord compensation of \$111.61 per day for the use of the unit starting May 15, 2026, until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before June 29, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 30, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 29, 2026, then starting June 30, 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 June 30, 2026.

June 18, 2026
Date Issued

Heather Woodside
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 31, 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 29, 2026

Rent Owing To June 30, 2026	\$27,333.33
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$27,519.33

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

Rent Owing To Hearing Date	\$22,106.43
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,224.98
Total amount owing to the Landlord	\$19,067.45
Plus daily compensation owing for each day of occupation starting May 15, 2026	\$111.61 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	