



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

File Number: LTB-L-027067-26

In the matter of: 401, 15 Vena Way
North York ON M9M0G8

Between: Medallion Corporation Landlord

And

Ismail Oloko Tenant

Medallion Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Ismail Oloko (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 Legal Representative, Marija Jelic, and the Tenant attended the hearing.

Determinations:

Arrears of Rent

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 parties agreed that the lawful rent is \$2,069.00. It is due on the first (1st) day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$68.02. This amount is calculated as follows: \$2,069.00 x 12, divided by 365 days.
5. The parties agreed that the Tenant has paid \$3,000.00 to the Landlord since the application was filed.
6. The parties agreed that the rent arrears owing to June 30, 2026, are therefore in the amount of \$4,399.00.
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 \$2,169.99 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 \$30.84 is owing to the Tenant for the period from October 1, 2025, to June 4, 2026.

Relief from Eviction

10. The Landlord sought the termination of the tenancy due to the amount of the rent arrears. The submit that the Tenant no longer has the financial means to continue the tenancy.
11. Prior to the hearing, the Landlord had attempted to negotiate with the Tenant an agreement including terms of payment for the Tenant's arrears, but the Tenant was not responsive to the Landlord's overtures, as it appears from a copy of the letter dated February 24, 2026, sent by the Landlord to the Tenant alongside the N4 Notice (DOC-7649536, page 2 of 4; Exhibit 1).
12. The Tenant testified that they moved into the rental unit during the month of October 2023. They currently occupy the rental unit by themselves.
13. The Tenant stated that they were laid off during the month of September 2025. Between the months of September 2025 and April 2026, they were receiving Employment Insurance benefits equivalent to \$2,500.00 per month.
14. The Tenant indicated that they have returned to work as of the latter part of the month of May 2026.
15. The Tenant estimates their current monthly income to be \$3,250.00, and their monthly expenses to be around \$3,096.00. They also have additional debts of around \$17,500.00, but the payments related to their outstanding student loans (\$14,000.00) are on hold until the month of September 2026.
16. The Tenant seeks to continue the tenancy and proposed the following repayment schedule. They proposed to start paying the lawful monthly rent in full and on time on the first (1st) of each month, as of July 1, 2026, in addition to the amount of \$200.00 towards the arrears of rent on the twentieth of each month as of July 20, 2026, until the arrears are paid in full.
17. The Tenant further stated that they would be able to complete the payment \$600.00 towards the arrears of rent on the date of the hearing.
18. The Tenant stated that they have not started looking for alternate housing accommodations. Despite being invited to do so, the Tenant lead no submissions with respect to the time they would need to move out should the tenancy be terminated. They simply stated that "moving out would weigh [them] down."

Analysis

19. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act*, 2006 (the 'Act'), including whether the Landlord attempted to

negotiate a repayment agreement with the Tenant, along with the length of the tenancy, and the Tenant's payment history since the filing of the application, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

20. While the Tenant proposed to enter into an extended repayment plan to pay the arrears of rent and continue the tenancy, the Tenant did not provide any documents, such as bank statements or pay stubs, to substantiate their income. As the Tenant limited these particular submissions to general statements that were not corroborated by any supporting evidence or details and considering that the Tenant has only submitted limited payments to payment to the Landlord since the filing of the application, I am not satisfied that the Tenant has the financial means to enter into a payment plan for their arrears of rent, especially when taking into consideration the Tenant's other financial obligations and commitments and the fact that the Tenant's proposal would lead to their expenses outweighing their income.
21. Although the Tenant proposed to reduce their travel expenses, they suggested that they would increase their income by working for ride-shares and delivery services. The Tenant's proposal is contradictory in nature (as using their vehicle for such employment opportunities would inevitably increase their travel expenses, and costs associated to their vehicle) and is therefore unlikely to lead to a material change in their financial means.
22. Since it appears that the Tenant does not have the financial capability to continue the tenancy of their own accord, under their current circumstances, I find the Tenant's inability to pay the arrears of rent and the ongoing rent (in full and on time) would result in additional prejudice to the Landlord.
23. As the arrears of rent have more than tripled since the filing of the application, and as the Tenant failed to provide any concrete evidence with respect to relief from eviction, I do not find it appropriate to postpone the eviction.
24. The Landlord should no longer have to bear the burden of the Tenant's failure to pay the monthly rent. I have therefore terminated the tenancy in accordance with the terms set out below.

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:**
 - \$4,585.00 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 \$587.25. 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 \$68.02 per day for the use of the unit starting June 5, 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

Alexandre Traboulsi
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	\$7,399.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,000.00
Total the Tenant must pay to continue the tenancy	\$4,585.00

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

Rent Owing To Hearing Date	\$5,602.08
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,000.00
Less the amount of the last month's rent deposit	- \$2,169.99
Less the amount of the interest on the last month's rent deposit	- \$30.84
Total amount owing to the Landlord	\$587.25
Plus daily compensation owing for each day of occupation starting June 5, 2026	\$68.02 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	