



Order under Section 69 Residential Tenancies Act, 2006

Citation: 1000363326 Ontario Inc. (Penguin Living Property Management) v Adeyeye,
2026 ONLTB 42715

Date: 2026-06-30

File Number: LTB-L-024334-26

In the matter of: Unit A, 105 GALLOWAY RD
SCARBOROUGH ON M1E1W9

Between: 1000363326 Ontario Inc. (Penguin Living Property Management) Landlord

and

Theophilus Adeyeye Tenants
Aderonke Adeyemi

1000363326 Ontario Inc. (Penguin Living Property Management) (the 'Landlord') applied for an order to terminate the tenancy and evict Theophilus Adeyeye, Aderonke Adeyemi (the 'Tenants') and Roseline Afebuame because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 27, 2026.

The Landlord's Legal Representative, Cassandra Brito, the Landlord's Agent, Stacey Wuls, and the Tenant, Theophilus Adeyeye, on his own behalf and on behalf of the other tenant, attended the hearing.

As only one tenant was present, all references in this order to the 'Tenant', capitalized and singular, are to him.

The Tenant spoke with Duty Counsel prior to the start of the proceeding.

Determinations:

Preliminary Issue

1. The application names Roseline Afebuame as a tenant, and the Landlord submitted her name is on the lease as a tenant.
2. The Tenant submitted Ms. Afebuame is not a tenant. He testified Ms. Afebuame is his aunt and that she only signed the lease as they had recently arrived to Canada and required a

co-signer with good credit. He further testified his aunt does not live in the rental unit, has never had a key to the rental unit, does not pay rent, and lives in her own place with her family.

3. Following the Tenant's evidence, the Landlord agreed Ms. Afebuame was not a tenant and the application was amended to remove her as a named party.

Rent arrears

4. 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.
5. The Tenants were in possession of the rental unit on the date the application was filed.
6. The parties agree the Tenants vacated the rental unit on March 30, 2026. Rent arrears are calculated up to the date the Tenants vacated the unit.
7. The lawful rent is \$2,290.00. It was due on the 9th day of each month.
8. The rent arrears started to accrue in October 2025. The Tenants have not made any payments since the application was filed.
9. The rent arrears owing to March 30, 2026, are \$13,106.38.
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 \$2,290.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
12. Interest on the rent deposit, in the amount of \$72.01 is owing to the Tenants for the period from December 9, 2024, to March 30, 2026.

By when should the arrears be paid and interest start to run?

13. The Tenant testified that in August 2025 his family experienced a security issue back home that led to financial difficulties as they were required to pay a ransom. He testified they were then limited in what they could earn as he was on a student visa and could only work part-time and they had recently had a child. Additionally, he testified their attempt to get assistance from family had been unsuccessful due to immigration issues.
14. The Tenant asked for time to pay back the arrears and potentially a payment plan. The Tenant testified his income exceeds his expenses by approximately \$100.00 to \$200.00 month. I find paying back the arrears back at this rate would take too long.

15. Subsection 207(7) of the RTA provides that the LTB may set a date for the payment of money and interest will only accrue after this date.
16. As the Tenants have already vacated, I found what the Tenant was really seeking was to postpone the date on which interest would start to run in accordance with ss. 207(7). To this end the Tenant suggested a year.
17. The Landlord was willing to work with the Tenants and give them as much as six months to pay back the arrears before interest started to run; however, the Landlord was concerned there had been no good faith attempts to make any payments since the arrears began to accrue. In the circumstances, the Landlord proposed 30 days.
18. At the hearing the Tenant admitted he was not in a position to make any payments to the Landlord. The Tenant did outline some plans and hopes both to increase his income and obtain financing to pay off the arrears in a lump sum; however, there was no guarantee or evidence that these plans would result in additional funds.
19. In the above circumstances, I find it appropriate to provide the Tenant with a few additional months to make efforts to pay back the arrears and advised the Tenant at the hearing that he should start taking such steps immediately. I also note that it always remains open to the parties to negotiate repayment terms outside of this order - for instance if the Landlord is satisfied the Tenants are making good faith efforts.
20. However, I find that if the Tenant is not able to satisfy the Landlord within a few months then it is not appropriate to require the Landlord to wait to be able to take steps to collect the arrears. This matter was heard at the end of May and this order is issuing directing the Tenants to pay the arrears by August 31, 2026, failing which interest will start to run.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of March 30, 2026, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlord \$10,930.37. This amount includes rent arrears owing up to the date the Tenants moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants do not pay the Landlord the full amount owing on or before August 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from September 1, 2026, at 4.00% annually on the balance outstanding.

June 30, 2026
Date Issued

Rebecca Case
Vice Chair, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$13,106.38
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,290.00
Less the amount of the interest on the last month's rent deposit	- \$72.01
Total amount owing to the Landlord	\$10,930.37