



Order under Section 21.2

**of the Statutory Powers Procedure Act  
and the Residential Tenancies Act, 2006**

**Citation:** Medallion Corporation v Ademolu, 2023 ONLTB 25578

**Date:** 2023-03-17

**File Number:** LTB-L-068660-22-RV

**In the matter of:** 904-68 Bramalea Road  
Brampton, ON L6T 0H2

**Between:** Medallion Corporation Landlord

**And**  
Agboola Ademolu Tenant

**Review Order**

Medallion Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Agboola Ademolu (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant did not meet a condition specified in the mediated settlement signed by the parties on with respect to application HOL-12615-21.

On December 19, 2022, this matter was directed to a hearing scheduled on January 12, 2023 in order to determine whether there was a breach of the mediated settlement.

This application was resolved by order LTB-L-068660-22 issued on January 20, 2023.

On January 23, 2023, the Landlord requested a review of the order alleging that they were not able to reasonably participate at the hearing.

On January 24, 2023, LTB-L-068660-22-RV-IN was issued directing the Landlord's request to review to a hearing.

The application was held by videoconference on February 15, 2023.

Only the Landlord's Legal Representative Marija Jelic and the Landlord's agent Ida Silva attended the hearing.

As of 9:30 am, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

**Determinations:**

*Review*

1. The Landlord's Legal Representative submitted that her office never received the Notice of Hearing with respect to the January 12, 2023 hearing. She submitted further that when the Member's Endorsement was issued on December 19, 2022, no Notice of Hearing was provided.
2. I reviewed the Board's records and determined that all of the Landlord's correspondence was being sent to the same address. That said, based on the Landlord's uncontested evidence I was satisfied that the Landlord was unable to reasonably participate in the hearing as I am satisfied that the Landlord did not receive the Notice of Hearing for the January 12, 2023 hearing date.

*L4 Application*

3. On September 29, 2022, the Landlord filed an L4 application with the Board, alleging that the Tenant has not met a condition of the mediated settlement agreed to in HOL-12615-21.
4. On December 19, 2022, the Landlord's *ex-parte* application was ordered to a hearing to clarify the total amount of rent owed by the Tenant.
5. The mediated settlement for HOL-12615-21 issued on March 25, 2022 directed the Tenant to pay to the Landlord a total of \$11,386.21, which was the total arrears owing plus costs up to March 31, 2022.
6. The Tenant was directed to pay \$1,897.70 on the 15<sup>th</sup> of each month, from April 15, 2022, until September 15, 2022. The Tenant was also directed to pay the regular rent on time from April, until September 2022.
7. The Landlord's Legal Representative submitted that the Tenant made her arrears payments from April until July but had only made a payment of \$259.69 towards the arrears on August 15, 2022. This left a total owing of \$1,638.01 owing.

8. Further, the Landlord's Legal Representative submitted that the Tenant failed to make a payment towards the arrears on September 15, 2022 for a total owing of \$3,535.71 towards the arrears. The Tenant did pay her rent in full during the settlement period.
9. Since the application was filed, the rent changed to \$1,494.70 as of January 1, 2023. The Landlord's Legal Representative submitted that the Tenant made three payments since the filing of the application, including \$1,500.00 on September 30, 2022, \$1,657.81 on October 28, 2022 and \$1,800.00 on November 25, 2022. The total owing in arrears since the application up to the order date is \$3,241.72.
10. Based on the Landlord's uncontested evidence, I find that by not paying the required \$1,897.71 on August 15 and September 15, 2022, that the Tenant has not met the aboveoutlined condition specified in the mediated settlement.

#### *Last Month's Rent Deposit & Daily Compensation*

11. The Landlord collected a rent deposit of \$1,437.46 from the Tenant and this deposit is still being held by the Landlord.
12. Interest on the rent deposit is owing to the Tenant for the period from May 1, 2020 to March 17, 2023.
13. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
14. The Landlord is entitled to daily compensation from the day after this order is issued to the date the Tenant moves out of the unit at a daily rate of \$49.14. This amount is calculated as follows: \$1,494.70 x 12, divided by 365 days.

#### *Section 83 Considerations*

15. Because the Landlord's application was directed to a hearing, I am required to consider all of the circumstances in accordance with s. 83 of the *Residential Tenancies Act, 2006* (the 'Act').
16. While the Tenant did attend the first hearing, the Tenant did not attend the review hearing with respect to this matter. That said, I have considered all of the disclosed circumstances in accordance with the Act and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1).

#### **It is ordered that:**

17. The request to review order LTB-L-068660-22 is granted.
18. Order LTB-L-068660-22 is cancelled and replaced with this order.
19. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 28, 2023.

20. If the unit is not vacated on or before March 28, 2023, then starting March 29, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
21. 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 March 29, 2023.
22. The Tenant shall pay to the Landlord \*\$5,294.07. This amount includes arrears owing up to the date of the order. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See the Summary for the calculation.
23. The Tenant shall also pay to the Landlord compensation of \$49.14 per day for the use of the unit starting March 18, 2023 to the date the Tenant moves out of the unit.
24. If the Tenant does not pay the Landlord the full amount owing on or before March 10, 2023, the Tenant will start to owe interest. This will be simple interest calculated from March 28, 2023 at 5.00% annually on the balance outstanding.
25. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

**March 17, 2023**

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**Date Issued**

Benham

Jagger

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 September 29, 2023 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.

\* Refer to the attached Summary of Calculations.

**Summary of Calculation**

**Amount the Tenant must pay the Landlord:**

| <b>Reason for amount owing</b>   | <b>Period</b>                  | <b>Amount</b>   |
|--|--------------------------------|---|
| Amount owing from previous mediated settlement                                   | Up to March 31, 2022           | \$3,535.71  |
| New Arrears  | to March 17, 2023              | \$3,241.72  |
| Less the rent deposit:   |                                | -\$1,437.46   |
| Less the interest owing on the rent deposit                                      | May 01, 2020 to March 17, 2023 | -\$45.90  |
| Plus daily compensation owing for each day of occupation starting March 18, 2023 |                                | \$49.14 (per day)   |
| <b>Total the Tenant must pay the Landlord:</b>                                   |                                | <b>\$5,294.07 + \$49.14 per day starting March 18, 2023</b> |

2023 ONLTB 25578 (CanLI)