



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

**File Number: LTB-L-000086-24**

**In the matter of:** 19 Devonshire Ave Tillsonburg  
Tillsonburg ON N4G4K7

**Between:** Olaoluwa Sunday Ogunleye

**And**

Vanessa Mcjan  
Donald Boyce

I hereby certify this is a  
true copy of an Order dated

**JAN 23, 2025**

Landlord and Tenant Board

Landlord

Tenant

Olaoluwa Sunday Ogunleye (the 'Landlord') applied for an order to terminate the tenancy and evict Vanessa Mcjan and Donald Boyce (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. (L1 application) and because the Tenant has been persistently late in paying the Tenant's rent (L2 application).

This application was heard by videoconference on December 23, 2024.

Only the Landlord attended the hearing.

As of 10:00 a.m., 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.

**Adjournment request**

1. At the onset of the hearing, the Tenant requested to adjourn the matter due to her son being admitted to the hospital condition and to have her legal counsel present. The Tenant did not present a doctor's note to reflect that her son is in the hospital. A request for accommodation was not made in advance of the hearing.
2. I also find this matter was previously adjourned for similar reasons – to allow the Tenant to retain legal counsel and for the Tenant for medical reasons. I determined that an adjournment is not necessary or appropriate in the circumstances. The Tenant does not have an absolute right to legal representation and the Tenant failed to establish that they have acted diligently to find representation since the last hearing. In addition, the Tenant did not submit medical evidence to establish that she faced a barrier to participating in the hearing. after I delivered my decision on denying the adjournment, Tenant as of 9:30 a.m. They were no longer signed in and there is no apparent reason why the Tenant left the hearing. As of 10:00 a.m., I proceeded to hear the matter uncontested.

**Determinations:**

L1 application

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. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on April 2, 2024. Rent arrears are calculated up to the date the Tenant vacated the unit.
4. The lawful rent is \$2,100.00. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to April 2, 2024, are \$10,288.08.
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 \$2,100.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
9. Interest on the rent deposit, in the amount of \$53.94 is owing to the Tenant for the period from March 24, 2023, to April 2, 2024.

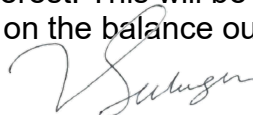
L2 application

10. The Tenant has persistently failed to pay the rent on the date it was due. However, this issue is now moot because the Tenant has moved out.

**It is ordered that:**

1. The L2 application based on N8 Notice of Termination is withdrawn since the issue of eviction is moot.
2. The tenancy between the Landlord and the Tenant is terminated as of April 2, 2024, the date the Tenant moved out of the rental unit.
3. The Tenant shall pay to the Landlord \$8,320.14. This amount includes rent arrears owing up to the date the Tenant 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 Tenant. See Schedule 1 for the calculation of the amount owing.
4. If the Tenant does not pay the Landlord the full amount owing on or before February 3, 2025, the Tenant will start to owe interest. This will be simple interest calculated from February 4, 2025 at 5.00% annually on the balance outstanding.

**January 23, 2025**  
**Date Issued**



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Vinuri Sivalingam  
Member, Landlord and Tenant Board

15 Grosvenor St, 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 Tenant must pay as the tenancy is terminated**

Rent Owing To Move Out Date	\$10,288.08
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$2,100.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$53.94
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$8,320.14</b>