



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-082917-25

In the matter of: 1408, 59 CONCESSION STREET
CAMBRIDGE ON N1R5Z6

Between: STARLIGHT CANADIAN RESIDENTIAL
GROWTH FUND III Landlord

And

JAN 08, 2026

WILLIAM LAWRENCE IVANY Tenant

STARLIGHT CANADIAN RESIDENTIAL GROWTH FUND III (the 'Landlord') applied to the Landlord and Tenant Board ('LTB') for an order to terminate the tenancy and evict WILLIAM LAWRENCE IVANY (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application was scheduled to be heard by video conference on December 17, 2025. Sean Beard, Licenced Paralegal, represented the Landlord. The Tenant attended and was self-represented.

The parties agreed to resolve all the issues in the application and further agreed to the LTB issuing an Order on consent confirming their agreement. I, as Dispute Resolution Officer and Hearing Officer, am satisfied that the parties understood the terms of their consent as set out in the Order below.

The parties agreed that:

- a. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice).
- b. As of the hearing date, the Tenant was still in possession of the rental unit.
- c. The lawful rent up to December 31, 2025, is \$1,626.09. It is due on the 1st day of each month.
- d. The Tenant stated he believes the rent is being increased effective January 1, 2026. The Landlord representative could not confirm an increase at the time of the hearing. The guideline increase for 2026, is 2.1%. If the Landlord served a Notice of Rent Increase for the guideline amount, then the rent would be \$1,660.24. The parties agreed that the amount to void this order will include the increased amount for January 1, 2026. If there is no increase or the new rent stated on the notice of rent increase is less than \$1,660.24

then the amount to void the order would be adjusted to reflect the accurate amount of rent for January 2026.

- e. Based on the Monthly rent, the daily rent/compensation is \$53.46. This amount is calculated as follows: \$1,626.09 x 12 months, divided by 365 days.
- f. The Tenant has paid \$3,335.00 to the Landlord since the application was filed.
- g. The rent arrears owing to December 31, 2025, are \$4,794.58.
- h. The Tenant shall pay the Landlord incurred costs of \$186.00 for filing the application.
- i. The Landlord collected a rent deposit of \$1,510.01 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.
- j. Interest on the rent deposit, in the amount of \$36.30 is owing to the Tenant for the period from January 1, 2025 to December 17, 2025.

On consent of the parties, 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:**
 - \$6,640.82 if the payment is made on or before January 31, 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 January 31, 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 January 31, 2026.**
- 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,701.89. 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 \$53.46 per day for the use of the unit starting December 18, 2025 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 January 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before January 31, 2026, then starting February 1, 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 February 1, 2026.

January 8, 2026

Date Issued

Joanne Lolato

Hearings Officer, 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 August 1, 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 January 31, 2026

Rent Owing To January 31, 2026	\$9,789.82
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,335.00
Total the Tenant must pay to continue the tenancy	\$6,640.82

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

Rent Owing To Hearing Date	\$7,397.20
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,335.00
Less the amount of the last month's rent deposit	- \$1,510.01
Less the amount of the interest on the last month's rent deposit	- \$36.30
Total amount owing to the Landlord	\$2,701.89
Plus daily compensation owing for each day of occupation starting December 18, 2025	\$53.46 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	