



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-081125-25

In the matter of: 1505, 1060 CAVEN ST
MISSISSAUGA ON L5G4J5

Between: Forestown Developments Ltd Landlord

And

Kayla Fulton
Kim Belanger Tenant

Forestown Developments Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Kayla Fulton and Kim Belanger (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was scheduled to be heard by videoconference on December 18, 2025. As a result of this order, the hearing has been cancelled. Prior to the hearing, the parties elected to participate in LTB facilitated mediation with the assistance of a Dispute Resolution Officer.

The Landlord's Representative Emily Barbati and the Tenant Kim Belanger were present. Prior to mediation, the Tenant did not utilize the services of Tenant Duty Counsel.

When the capitalized word "Landlord" is used in this Order, it refers to all persons or companies identified as a Landlord at the top of the Order. When the capitalized word "Tenant" is used in this Order, it refers to all persons identified at Tenant at the top of the Order.

The parties agreed that:

1. The lawful rent is \$1,624.27. It is due on the day day of each month.
2. Based on the Monthly rent, the daily rent/compensation is \$53.40. This amount is calculated as follows: $\$1,624.27 \times 12$, divided by 365 days.
3. The rent arrears owing to December 31, 2025, are \$159.84.
4. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
5. The Landlord collected a rent deposit of \$1,399.28 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.

6. Interest owed to the Tenant on the last month rent from January 01, 2018, to December 18, 2025, is \$146.21.
7. On December 18, 2025, prior to mediation, the Tenant made a payment to the Landlord in the amount of \$525.00. As of the time of mediation, that amount had not cleared the Landlord's account. The parties agree that once the transaction has been completed, the payment will be reflected in the Tenant's ledger.

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:**
 - \$345.84 if the payment is made on or before December 31, 2025. See Schedule 1 for the calculation of the amount owing.

OR

- \$1,970.11 if the payment is made on or before January 9, 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 9, 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 9, 2026.**
 5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit and interest exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$1,893.86. See Schedule 1 for the calculation of the amount owing. However, the Tenant shall also pay the Landlord compensation of \$53.40 per day for the use of the unit starting December 19, 2025, until the date the Tenant moves out of the unit.
 6. If the Tenant does not pay the Landlord the full amount owing on or before January 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 10, 2026, in accordance with the *Courts of Justice Act* on the balance outstanding.
 7. If the unit is not vacated on or before January 9, 2026, then starting January 10, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

8. 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 January 10, 2026.

January 7, 2026

Date Issued

Adam Rogers

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 July 10, 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 December 31, 2025

Rent Owing To December 31, 2026	\$159.84
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$345.84

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 9, 2026

Rent Owing To January 31, 2026	\$1,784.11
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$1,970.11

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

Rent Owing To Hearing Date	- \$534.37
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,399.28
Less interest on the last month's rent deposit	- \$146.21
Total amount owing to the Landlord	- \$1,893.86
Plus daily compensation owing for each day of occupation starting December 19, 2025	\$53.40 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	