



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-069236-25

In the matter of: main floor, 8 SHEWCHENKO RD
Oro-Medonte ON L0L1T0

Between: Bozena Zariczniak Landlord

And

Faron Davis Tenant

Bozena Zariczniak (the 'Landlord') applied for an order to terminate the tenancy and evict Faron Davis (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

Mediation was held on December 8, 2025. The following parties participated in the mediation: The Landlord's representative, Clive H Preddie, the Landlord, Bozena Zariczniak, the Landlord's support Anna Zaricniak and the Tenant, Faron Davis.

As a result of the mediation the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent and I am satisfied that the parties understand the consequences of their consent.

The parties agreed that:

1. The Landlord served the Tenant with a 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. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The tenancy shall terminate March 31, 2025 without any voiding provisions.
4. The lawful rent is \$2,300.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$75.62. This amount is calculated as follows: \$2,300.00 x 12, divided by 365 days.
6. The Tenant has not made any payments since the application was filed.

7. The rent arrears owing to December 31, 2025 are \$13,800.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,200.00 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.
10. Interest on the rent deposit, in the amount of \$224.05 is owing to the Tenant for the period from September 2, 2015 to December 8, 2025.
11. The landlord has paid compensation in relation to the N12 notice.
12. Any monies owing to the Landlord to top up the rent deposit and any interest owing to the Tenant on the rent deposit shall be considered equal.
13. The Tenant agrees to remove all snow from the driveway from today's hearing date to the date of termination.
14. Should the Tenant make the December 10, 2025 payment as outlined in the order then the Landlord will provide a reference letter to the Tenant on or before December 15, 2025.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant shall vacate on or before March 31, 2026.
2. The rental deposit shall be applied to the last month of the tenancy.
3. The Tenant shall pay to the Landlord **\$13,800.00** for arrears of rent up to **December 31, 2025**.
4. The Tenant shall pay to the Landlord the amount set out in paragraph 3 in accordance with the following schedule:
 - a) \$2300.00 on or before December 10, 2025
 - b) \$3000.00 on or before December 31, 2025
 - c) \$8500.00 on or before January 31, 2026
5. The Tenant shall pay rent for January 2026 on or before February 20, 2026.
6. The Tenant shall pay rent for February 2026 on or before March 20, 2026.
7. The Tenant shall also pay to the Landlord the \$186.00 application filing fee on or before January 31, 2026.
8. If the Tenant fails to make any one of the payments in accordance with paragraph 4,5,6 the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 3 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and

evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after **December 31, 2025**.

9. If the Tenant fails to make any payments as set out in this order, then the outstanding amount shall become payable, together with simple interest, calculated from the day after the default. The amount owing shall bear interest at the post-judgment rate determined under subsection 207(7) of the Residential Tenancies Act 2006.
10. The Tenant shall also pay the Landlord compensation of \$75.62 per day for the use of the unit starting April 1, 2026 until the date the Tenant moves out of the unit.
11. If the unit is not vacated on or before March 31, 2026, then starting April 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
12. 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 April 1, 2026.

January 7, 2026
Date Issued

Rolland Roopchand
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 of the Tenant expires on October 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.