



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-082098-25

In the matter of: 1202, 2185 LAWRENCE AVE E
SCARBOROUGH ON M1P2P6

Between: 2185 LAWRENCE AVENUE EAST INC. Landlord

And

IJEOMA SCHOLARSTICA UGOCHUKWU Tenant

2185 LAWRENCE AVENUE EAST INC. (the 'Landlord') applied for an order to terminate the tenancy and evict IJEOMA SCHOLARSTICA UGOCHUKWU (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 17, 2025, where the parties elected to participate in a Board facilitated mediation with the assistance of a Dispute Resolution Officer (DRO).

The Landlord's legal representative, Sabrina Marchionne and the Tenant participated in mediation however, parties reached consent prior to mediation. The parties agreed to resolve all matters raised in the application and requested an order on consent.

I am satisfied that the parties understand the terms and consequences of their consent, including waiving the right to a hearing for this application.

Agreed Facts:

1. As of the hearing date, the Tenant was still in possession of the rental unit.
2. The lawful rent is \$2,178.51. It is due on the 1st day of each month.
3. Based on the Monthly rent, the daily rent/compensation is \$71.62. This amount is calculated as follows: \$2,178.51 x 12 months, divided by 365 days.
4. The Tenant has not made any payments since the application was filed.
5. The rent arrears owing to December 31, 2025, are \$10,057.63.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

7. The Landlord collected a rent deposit of \$2,178.51 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.
8. Interest on the rent deposit, in the amount of \$104.02 is owing to the Tenant for the period from March 1, 2024, to January 31, 2026.
9. The parties agreed to a final, non-voidable eviction order based on the parties' agreement to terminate the tenancy. Therefore, the Tenant does not have the option to void the order by paying the arrears and costs.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant is terminated and the Tenant must move out of the rental unit on or before February 28, 2026.
2. If the unit is not vacated on or before February 28, 2026, then starting March 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 1, 2026.
4. The Tenant shall pay to the Landlord \$10,139.61. This amount includes rent arrears owing and the cost of filing the application for the period ending December 31, 2025. Interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
5. On or before January 1, 2026, the Tenant shall pay to the Landlord rent for the month of January 2026.
6. The last month's rent deposit shall be applied to rent for the month of February 2026.
7. The Tenant shall also pay the Landlord compensation of \$71.62 per day for the use of the unit starting March 1, 2026, until the date the Tenant moves out of the unit.
8. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026, at 4.00% annually on the balance outstanding.

January 8, 2026
Date Issued

Oluwatobi Abobarin
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 September 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.