Order under Section 69
Residential Tenancies Act, 2006

File Number: LTB-L-082002-25

In the matter of: 102, 11 ROCHEFORT DR
NORTH YORK ON M3C1H5

Between: 7-11 Rochefort Drive Ltd. — Landlord

And

Maria Costa — Tenant
Dean Martinez

7-11 Rochefort Drive Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Maria Costa and Dean Martinez (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

Prior to the videoconference hearing on December 22, 2025 the parties elected to participate in Board facilitated mediation with the assistance of a Dispute Resolution Officer (DRO).

The Landlord's Representative, Eric Steiman, and the Tenant participated in the mediation.

The parties agreed to resolve all matters raised in the application and requested an order on consent. I am satisfied that the parties understood the terms and consequences of their consent.

It is agreed by the parties that:

A. The Tenant claim that payments were made towards arrears in the following way:
   - $800.00 made on December 12, 2025.
   - $656.00 made on December 18, 2025.
   - $0.20 made on December 22, 2025.

B. If and when the payments in paragraph A are reflected in the Landlord's ledger, those payments will be deducted from the total amount owing in paragraph 2 of this order.

C. As of the hearing date, the Tenant was still in possession of the rental unit.

D. The lawful rent is $1,269.60. It is due on the 1st day of each month.

E. Based on the Monthly rent, the daily rent/compensation is $41.74. This amount is calculated as follows: $1,269.60 x 12, divided by 365 days.

F. The Tenant has paid $3,808.20 to the Landlord since the application was filed.

G. The rent arrears owing to December 31, 2025 are $1,270.20.

H. The Landlord incurred costs of $186.00 for filing the application and is entitled to reimbursement of those costs.

I. The Landlord collected a rent deposit of $1,238.85 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 $30.21 is owing to the Tenant for the period from January 1, 2025 to December 22, 2025.

It is ordered on consent 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:**

    - $1,456.20 if the payment is made on or before December 31, 2025. 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 December 31, 2025 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 December 31, 2025.**

5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by $164.18. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant $41.74 per day for compensation for the use of the unit starting December 23, 2025 until the date the Tenant moves out of the unit.

6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

7. If the unit is not vacated on or before December 31, 2025, then starting January 1, 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 1, 2026.

January 5, 2026
Date Issued

_____
Monica Dairo
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 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 December 31, 2025

Rent Owing To December 31, 2025	$5,078.40
Application Filing Fee	$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- $3,808.20
Total the Tenant must pay to continue the tenancy	**$1,456.20**

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

Rent Owing To Hearing Date	$4,727.08
Application Filing Fee	$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- $3,808.20
Less the amount of the last month's rent deposit	- $1,238.85
Less the amount of the interest on the last month's rent deposit	- $30.21
Total amount owing to the Landlord	**$(164.18)**
Plus daily compensation owing for each day of occupation starting December 23, 2025 **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is $50,000.00.	$41.74 (per day)