



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-090683-25 &
LTB-L-100852-25

In the matter of: 216, 25 ST DENNIS DR
NORTH YORK ON M3C1E6

Between: 25 ST DENNIS INC. Landlord

And

KIM CHUCK Tenant

25 ST DENNIS INC. (the 'Landlord') applied for an order to terminate the tenancy and evict KIM CHUCK (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

This application was mediated by videoconference on December 15, 2025.

The Landlord Representative Sylwia McArthur and the Tenant Kim Chuck attended the hearing.

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.

Agreed Facts:

L1 Application

1. As of the hearing date, the Tenant was still in possession of the rental unit.
2. The lawful rent is \$1,491.79. It is due on the 1st day of each month.
3. Based on the Monthly rent, the daily rent/compensation is \$49.05. This amount is calculated as follows: \$1,491.79 x 12, 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 \$4,475.37.

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 \$1,491.00 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.
8. Interest on the rent deposit, in the amount of \$35.64 is owing to the Tenant for the period from January 1, 2025 to December 15, 2025.

L2 Application

9. The parties have also agreed to resolve the L2 Application LTB-L-100852-25.

It is ordered on consent that:

L1 Application

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:**
 - \$6,153.16 if the payment is made on or before January 15, 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 15, 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 15, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,378.69. 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 \$49.05 per day for the use of the unit starting December 16, 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 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 16, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 15, 2026, then starting January 16, 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 January 16, 2026.

L2 Application

10. If the Tenant voids the L1 portion of the order in accordance with paragraph 2 above, the tenancy shall continue on the following terms.
11. The Tenant shall pay the Landlord the monthly rent due on or before the first day of the month for the period of twelve (12 months) commencing **January 1, 2026 to December 1, 2026**.
12. If the Tenant fails to make any of the payments in paragraph 11 above, the Landlord may apply under section 78 of the Act, within 30 days of the breach and without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant.

January 5, 2026
Date Issued

Sarah Harriman
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 July 16, 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 15, 2026

Rent Owing To January 31, 2026	\$5,967.16
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$6,153.16

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

Rent Owing To Hearing Date	\$3,719.33
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,491.00
Less the amount of the interest on the last month's rent deposit	- \$35.64
Total amount owing to the Landlord	\$2,378.69
Plus daily compensation owing for each day of occupation starting December 16, 2025	\$49.05 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	