



**Order under Section 78(11)
Residential Tenancies Act, 2006**

Citation: 2585276 Ontario Limited v Stephenson, 2026 ONLTB 1889

Date: 2026-01-05

File Number: LTB-L-084622-25-SA

In the matter of: 304, 2354 EGLINTON AVE E
SCARBOROUGH ON M1K2N9

Between: 2585276 Ontario Limited Landlord

And

Hanif Rathborne Stephenson Tenant
Vanrene Stephenson

2585276 Ontario Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Hanif Rathborne Stephenson and Vanrene Stephenson (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant did not meet a condition specified in the order issued by the LTB on September 25, 2025 with respect to application LTB-L-058018-25.

The Landlord's application was resolved by order LTB-L-084622-25, issued on October 15, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-084622-25.

This motion was heard by videoconference on November 20, 2025.

The Tenant, Hanif Rathborne Stephenson, attended the hearing. The Landlord was represented at the hearing by Anita Sada.

At the hearing the parties consented to the following order:

It is ordered on consent that:

1. The motion to set aside order LTB-L-084622-25, issued on October 15, 2025, is granted.
2. Order LTB-L-084622-25, issued on October 15, 2025, is set aside and cannot be enforced.
3. The lawful rent is \$2,048.71. It is due on the day of each month.

4. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
5. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

\$11,742.55 if the payment is made on or before December 31, 2025. See Schedule 1 for the calculation of the amount owing.

6. 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.
7. **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.**
8. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,932.76. This amount includes rent arrears owing up to the date of the hearing. 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.
9. The Tenant shall also pay the Landlord compensation of \$67.35 per day for the use of the unit starting November 21, 2025, until the date the Tenant moves out of the unit.
10. If the Tenant does not pay the Landlord the full amount owing on or before December 31, 2025, the Tenant will start to owe interest. This will be simple interest calculated from January 1, 2026, at 4.00% annually on the balance outstanding.
11. 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.
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 January 17, 2026.

January 5, 2026
Date Issued

Bryan Delorenzi
Member, 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 17, 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 and costs owing to December 31, 2025.	\$11,742.55
Total the Tenant must pay to continue the tenancy	\$11,742.55

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

Rent and costs owing to Hearing Date	\$8,992.13
Less the amount of the last month's rent deposit	- \$2,048.71
Less interest owing on the rent deposit	-\$10.66
Total amount owing to the Landlord	\$6,932.76
Plus daily compensation owing for each day of occupation starting November 21, 2025	\$67.35 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

