



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

**File Number:** LTB-L-080608-24

**In the matter of:** 92 RIVER RD E  
KITCHENER ON N2B2G2

**Between:** SSB Developments Ltd.  
Stevica Bacic

**Landlord**

**and**

Tibor Toth  
Gyorgyi Konyari

**Tenants**

SSB Developments Ltd. and Stevica Bacic (the 'Landlord') applied to the Landlord and Tenant Board for an order to terminate the tenancy and evict Tibor Toth and Gyorgyi Konyari (the 'Tenants') because the Landlord requires possession of the rental unit in order to demolish the unit. The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was mediated by videoconference on December 18, 2025. Steve Bacic and Sabina Bacic were in attendance accompanied by their Legal Representative Andrew McMaster, Paralegal. The Tenants were both in attendance. The Tenants were supported by Rebecca Lanteigne from People with Acquired Brain Injury and Juliana Wilson from Eviction Prevention Waterloo. The Tenants were represented by Rachel Stojni, Paralegal from Riverview Legal Services.

The parties engaged in mediation and reached a mutually satisfactory settlement of the Landlord's application and agreed to a Consent Order. I was satisfied that the parties understood the terms of their consent as set out in the Order below. Specifically, I was satisfied that the Tenants understood the consequences of agreeing to termination of the tenancy.

### **Agreed Facts:**

1. The Tenants were in possession of the rental premises at the time of the application. However, the tenancy will terminate in a final way on or before **February 28, 2026**, with provisions for enforcement.
2. On or about December 17, 2024, the Tenants received a cheque from the Landlord representing the requisite compensation of 1 month's rent in accordance with s.48.1 of the "RTA".
3. In exchange for the agreed termination date and provided the Tenants vacate the premises and return the keys on or before February 28, 2026, the Landlord will pay the Tenants the total of \$30,000.00 in two instalments as follows:

- a) \$10,000.00 by December 24, 2025, in separate amounts of \$5000.00 to each Tenant:
  - b) \$20,000.00 the remaining amount on or before February 28, 2026, in equal \$10,000.00 payment to each tenant upon receipt of the keys.
4. The Tenant/Support will notify the Landlord in writing of any earlier vacate date and the Landlord will attend at the premises on the confirmed date with the certified funds payable to each Tenant. In the absence of an earlier move out date the final termination date will be as agreed in paragraph 1 above, February 28, 2026.
  5. Both parties agree effective December 16, 2025, to a full and final release forever discharging each other from any future action, claims, application, or suits related to this tenancy.
  6. In the event the Tenants do not vacate the premises and give vacant possession to the Landlord by February 28, 2026, the \$20,000.00 amount under paragraph 3b) is forfeited, and the Landlord is not obligated to make the payment.
  7. If the Landlord fails to provide the required payment under paragraph 3 above the Tenants may pursue collection through a court of competent jurisdiction together with interest from the day after default.
  8. Except for enforcement of this order as may be required, all issues related to the tenancy between the Landlord and the Tenants are hereby resolved.

**On consent of the parties, it is ordered that:**

- [1] The tenancy shall terminate on or before **February 28, 2026**. The Tenants must remove all belongings, leave the premise in a broom-swept condition, return the keys, and vacate.
- [2] If the unit is not vacated by February 28, 2026, then starting March 1, 2026, the Landlord may file this Order with the Court Enforcement Office (Sheriff) so eviction can be enforced.
- [3] Upon receipt of this Order, the Sheriff is directed to give vacant possession of the unit to the Landlord on or after March 1, 2026.
- [4] The Landlord shall pay to the Tenants the total amount of \$30,000.00 in guaranteed funds on or before February 28, 2026, on condition that the Tenants vacate the premises by that date. If the Tenants fail to vacate by February 28, 2026, the payment will be forfeited.
- [5] Pursuant to the consent of the parties, the Landlord's application before the LTB and all issues related to the tenancy are resolved to date of this order

**January 8, 2026**

DATE Issued

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.

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**C. M. Landon, Hearing Officer,  
Landlord and Tenant Board**