



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

File Number: LTB-L-098126-25

In the matter of: 40 LAGERFELD DR, UNIT 1509
BRAMPTON ON L7A5L5

Between: Daniels Gateway Rental Communities Landlord

And

Paul Henderson Tenants
Shayon Smith
Casandra Masters

Daniels Gateway Rental Communities (the 'Landlord') applied for an order to terminate the tenancy and evict Paul Henderson, Shayon Smith and Casandra Masters (the 'Tenants') because:

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

The application was heard by videoconference on January 6, 2026. The Landlord's legal representative, Nicole Ruby, the Landlord's agent, Genevieve Chessie and the Tenant, Paul Henderson attended the hearing. The Tenant, Paul Henderson provided evidence that he was authorized by the other Tenants, Shayon Smith and Casandra Masters to represent them in this matter.

Before the start of the hearing the parties advised that they had reached an agreement. As a result of the resolution discussion, the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the terms and consequences of their consent.

Agreed Facts:

1. The parties mutually requested to amend the application to correctly identify the rental unit as Unit 1509 at 40 Lagerfeld, Brampton, Ontario L7A 5L5.
2. The Landlord served the Tenants with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.

3. As of the hearing date, the Tenants were still in possession of the rental unit.
4. The lawful monthly rent is \$2,630.52. It is due on the 1st day of each month.
5. Based on the monthly rent, the daily rent/compensation is \$86.48. This amount is calculated as follows: $\$2,630.52 \times 12 \text{ months}$, divided by 365 days.
6. The rent arrears owing to January 31, 2026 are \$17,413.64.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit in the amount of \$2,630.52 from the Tenants 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. The rent deposit will be deducted from the amount of arrears.
9. Interest on the last month rent deposit, in the amount of \$70.45 is owing to the Tenants for the period from January 1, 2025 to January 31, 2026. This amount will be deducted from the amount of arrears.

On consent it is ordered that:

1. The application is amended to correctly identify the address of the rental unit as 40 Lagerfeld Dr., Unit 1509, Brampton, Ontario L7A 5L5.
2. The tenancy between the Landlord and the Tenants is terminated on January 31, 2026. The Tenants must move out of the rental unit on or before January 31, 2026.
3. If the unit is not vacated on or before January 31, 2026, then starting February 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 February 1, 2026.
5. On or before January 31, 2026, the Tenants shall pay to the Landlord \$14,898.67 which represents arrears of rent for the period ending January 31, 2026 (\$17,413.64), less the last month rent deposit (\$2,630.52), less the interest on the rent deposit (\$70.45) plus the application filing fee (\$186.00).
6. If the Tenants fail to make the payment in accordance with paragraph 5, the full balance owing becomes due and payable immediately and the Tenants will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.

7. If the Tenants do not vacate the rental unit on or before January 31, 2026, the Tenants shall pay to the Landlord compensation of \$86.48 per day for the use of the unit starting February 1, 2026 until the date the Tenants move out of the unit.

January 14, 2026
Date Issued

Floredana Ungureanu
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 August 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.