



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

File Number: LTB-L-085471-25

In the matter of: 809, 280 MORNINGSIDE AVE
SCARBOROUGH ON M1E3E8

Between: ENTERPRISE REIT OPERATING LP Landlord

And

MARCELL HIGGINS Tenant
LAVERN SILVERA

ENTERPRISE REIT OPERATING LP (the 'Landlord') applied for an order to terminate the tenancy and evict MARCELL HIGGINS and LAVERN SILVERA (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 8, 2026. The Landlord's legal representative, Eric Steiman and the Tenant, Lavern Silvera were in attendance. The Tenant, Lavern Silvera, had permission to speak on behalf of the other Tenant, Marcell Higgins, who was not in attendance.

The parties elected to participate in Landlord and Tenant Board (LTB) facilitated mediation with the assistance of Dispute Resolution and Hearings Officer, Sonja Hudson.

At the hearing, the parties consented to the following order.

I was satisfied the parties understood the consequences of their consent.

Agreed Facts:

1. The parties agree to amend the application and remove the named Tenant, Maricia Silvera, as a party to the application, and subsequently as a party to the order.
2. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant 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. The lawful rent is \$1,770.60. It is due on the 1st day of each month.
4. Based on the lawful monthly rent, the daily rent/compensation is \$58.21. This amount is calculated as follows: \$1,770.60 x 12, divided by 365 days.

5. The rent arrears owing are \$ 2,759.60 for the period ending January 31, 2026.
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 \$1,734.20 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 \$40.47 is owing to the Tenant for the period from February 1, 2025, to January 8, 2026.
9. The parties have agreed to an extended standard order of March 15, 2026.

It is ordered on consent that:

1. The Tenant shall pay to the Landlord \$2,945.60, which represents the arrears of rent (\$2,759.60) plus the filing fee (\$186.00) for the period ending January 31, 2026.
2. The tenancy between the Landlord and the Tenant is terminated as of March 15, 2026, unless the Tenant voids this order.
3. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$2,759.60 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$4,716.20 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$6,486.80 if the payment is made on or before March 15, 2026. See Schedule 1 for the calculation of the amount owing.

4. The Tenant shall pay to the Landlord the total lawful rent on or before the 1st day of each month for the months of February 2026 and March 2026.
5. If the Tenant fails to make any one of the payments in accordance with paragraph 4 of this order, the outstanding balance of any arrears of rent to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing. The Landlord may, without notice to the Tenant, apply to the Landlord Tenant Board within 30 days of the Tenant's breach pursuant to section 78 of the *Residential Tenancies Act, 2006*, (the 'Act') for an order terminating the tenancy, thereby evicting the Tenant, and requiring that the Tenant pay any new arrears that became owing after January 31, 2026.

6. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the *Residential Tenancies Act, 2006*, (the 'Act'), if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after March 15, 2026, 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 March 15, 2026.
8. If the Tenant does not void the order, the Landlord shall pay to the Tenant \$167.90. This amount includes rent arrears owing up to the date of the hearing (January 8, 2026) 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.
9. The Tenant shall also pay the Landlord compensation of \$58.21 per day for the use of the unit starting January 9, 2026, 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 March 15, 2026, the Tenant will start to owe interest calculated from March 16, 2026, on the balance outstanding. The monies owing shall bear interest at the post-judgment interest rate determined under subsection 207(7) of the *Residential Tenancies Act, 2006*, (the 'Act').
11. If the unit is not vacated on or before March 15, 2026, then starting March 16, 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 March 16, 2026.

January 12, 2026
Date Issued

Sonja Hudson
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 *Residential Tenancies Act, 2006*, (the 'Act'), the part of this order relating to the eviction expires on September 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 31, 2026.

Rent Owing To January 31, 2026	\$2,759.60
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Total the Tenant must pay to continue the tenancy	\$2,945.60

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026

Rent Owing to February 28, 2026	\$4,530.20
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Total the Tenant must pay to continue the tenancy	\$4,716.20

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 15, 2026

Rent Owing to March 15, 2026	\$6,300.80
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Total the Tenant must pay to continue the tenancy	\$6,486.80

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

Rent owing to hearing date of January 8, 2026	\$1,420.77
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount of the last month's rent deposit	-\$1,734.20
Less the amount of the interest on the last month's rent deposit	-\$40.47
Total amount owing to the Landlord	-\$167.90
Plus daily compensation owing for each day of occupation starting January 9, 2026	\$58.21