



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

File Number: LTB-L-082516-25

In the matter of: Upper, 1351 MARENTETTE AVE
WINDSOR ON N8X 4C9

Between: Susana Lopez Landlords
Carlos Ruiz

and

Katherine Lee Tenant

Susana Lopez and Carlos Ruiz (the 'Landlords') applied for an order to terminate the tenancy and evict Katherine Lee (the 'Tenant') because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another tenant

The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was scheduled for videoconference on January 12, 2026.

Landlord Susana Lopez, the Landlords' Representative Kristen Jarvis, the Tenant, and the Tenant's Support Person Rosemarie Catani engaged in private settlement discussions on the day of the hearing. Parties reached an agreement and requested an order on consent.

The Tenant received legal advice about this application.

I am satisfied that the parties understand the consequences of their consent, including waiving their right to a hearing on this application.

Agreed Facts:

- 1) The current rent increased to \$998.09 on April 1, 2025. It is due on the 1st day of the month.
- 2) Based on the monthly rent, the daily compensation is \$32.81. This amount is calculated as follows: \$998.09 x 12 months, divided by 365 days.

- 3) The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs. However, the Landlords are waiving collection of these costs.
- 4) The Landlords collected a rent deposit of \$950.00 from the Tenant and this deposit is still being held by the Landlords. Interest on the rent deposit, in the amount of \$71.98 is owing to the Tenant for the period from September 1, 2021 to January 12, 2026.
- 5) The Tenant already paid the Landlords rent for January 2026. The Landlords will return the last month rent deposit when the Tenant returns the keys to the rental unit.
- 6) The unit will be left in a broom-swept condition when the Tenant vacates.

It is ordered on consent of the parties that:

1. The tenancy between the Landlords and the Tenant is terminated in a non-voidable manner. **The Tenant must move out of the rental unit on or before January 31, 2026.**
2. 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.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after February 1, 2026.
4. The Tenant shall also pay the Landlords compensation of \$32.81 per day for the use of the unit starting February 1, 2026 until the date the Tenant moves out of the unit.
5. The Landlords shall pay to the Tenant \$1,021.98 on the date that the Tenant returns the keys to the rental unit. This amount represents the last month rent deposit and interest on that deposit
6. This order is in full and final settlement of this application.

January 14, 2026

Date Issued

Denise Hannivan

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.