



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

File Number: LTB-L-084423-25

In the matter of: Upper, 745 DOWNIE ST
PETERBOROUGH ON K9H4L2

Between: Dominic Ko Landlord

And

Lisa Fiorotto-Bickert Tenant

Dominic Ko (the 'Landlord') applied for an order to terminate the tenancy and evict Lisa Fiorotto-Bickert (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 3, 2025.

The Landlord, the Landlord's Legal Representative, Celine Mallette, and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,152.50. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$70.77. This amount is calculated as follows: $\$2,152.50 \times 12$, divided by 365 days.
5. The parties do not agree on the amount of arrears owing. I note that the Landlord has included previous rent arrears which are not a part of the N4 notice in their total arrears claimed but those amounts cannot be considered on this application.
6. The Tenant further claims there was an agreement between the parties dated July 1, 2025, wherein the parties came to a full and final settlement of all known and unknown claims arising out of the tenancy up to that date. The agreement did not terminate the tenancy though and it continued with the same terms as before.

7. I note that the agreement signed between the parties on July 1, 2025, states:

This Agreement constitutes a full and final settlement of all known and unknown claims, demands, rights and causes of action, whether in contract, tort, equity or otherwise, that either party may have against the other arising out of or relating to the tenancy up to the date of this Agreement.

8. The Tenant claims the Landlord does not maintain its ledger properly and has a habit of double billing. The Tenant has made payments which the Landlord has not accounted for and sent proof of the same as post-hearing submissions.
9. The Tenant has paid the following amounts after July 1, 2025:

Date paid	Amount paid	Landlord's ledger
July 17, 2025	\$1,000.50	Yes (not accounted for on L1 or update form)
July 25, 2025	\$1,038.11	Yes (not accounted for on L1 or update form)
August 26, 2025	\$1,061.89	Yes (not accounted for on L1 or update form)
September 08, 2025	\$1,000.00	Yes (not accounted for on L1 or update form)
September 19, 2025	\$500	Yes (On L1 application)

10. The Landlord has claimed on the N4 notice rent arrears from June 25, 2025, however based on the agreement signed on July 1, 2025, any rent that came due on June 25, 2025, should not have been claimed. The Landlord also makes claims of previous rent on the L1/L9 Information Update form in contravention of the agreement made on July 1, 2025. The Landlord has not accounted for the rent payments against rent arrears claimed, by the Tenant after July 1, 2026, (which are reflected in their own ledger). I find that the Landlord has tried to mislead the Board and the Tenant in this application. Based on the proof submitted by the Tenant, the Tenant paid an additional \$4,100.50 after July 1, 2025.
11. Considering the agreement and what the Tenant has paid the Landlord thus far, I find that the total amount of arrears outstanding to December 24, 2025, are \$7,460.97.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$2,100.00 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.
14. Interest on the rent deposit, in the amount of \$172.03 is owing to the Tenant for the period from August 25, 2022 to December 3, 2025.

15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
16. The Tenant testified that she intends to move out by December 31, 2025. The Tenant was in a car accident and is on Ontario Disability Support Program. She is unable to afford rent and would like to vacate before the end of the month.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$9,799.47 if the payment is made on or before January 24, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$11,951.97 if the payment is made on or before January 30, 2026. See Schedule 1 for the calculation of the amount owing.
3. 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 January 30, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **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 January 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord **\$3,859.37**. This amount includes rent arrears owing up to the date of the hearing 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.
6. The Tenant shall also pay the Landlord compensation of \$70.77 per day for the use of the unit starting December 4, 2025 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before January 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 31, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 30, 2026, then starting January 31, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

9. 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 31, 2026.

January 19, 2026

Date Issued

Sheena Brar

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 31, 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 24, 2026

Rent Owing To January 24, 2026	\$13,713.97
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,100.50
Total the Tenant must pay to continue the tenancy	\$9,799.47

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 30, 2026

Rent Owing To February 24, 2026	\$15,866.47
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,100.50
Total the Tenant must pay to continue the tenancy	\$11,951.97

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

Rent Owing To Hearing Date	\$10,045.90
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,100.50
Less the amount of the last month's rent deposit	- \$2,100.00
Less the amount of the interest on the last month's rent deposit	- \$172.03
Total amount owing to the Landlord	\$3,859.37
Plus daily compensation owing for each day of occupation starting December 4, 2025	\$70.77 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	