



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-085122-25

In the matter of: 209, 925 DAVIS DR
NEWMARKET ON L3Y 8K9

Between: Davis Drive Non-Profit Homes Corporation Landlord

And

Carma Burdon Tenant

Davis Drive Non-Profit Homes Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Carma Burdon (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 12, 2026. The Landlord Representative, paralegal, Elizabeth Chea, the Tenant's Representative, Greg Ovoyan, and the Tenant, Carma Burdon, attended the Hearing.

The parties requested that Dispute Resolution Officer (DRO) Pauline Brewster issue an order on consent to resolve all matters raised in the application.

Upon discussing the terms of the consent with the parties, I was satisfied that the parties made informed decisions, understanding the terms and consequences.

Agreed Facts:

1. As of the hearing date, the Tenant was still in possession of the rental unit.
2. The lawful rent is \$1,051.00. It is due on the 1st day of each month.
3. Based on the Monthly rent, the daily rent/compensation is \$34.55. This amount is calculated as follows: $\$1,051.00 \times 12 \text{ months}$, divided by 365 days.
4. The Tenant has paid \$3,409.00 to the Landlord since the application was filed.
5. The rent arrears owing to January 31, 2026, are \$529.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. There is no last month's rent deposit.

It is ordered on consent of the parties that:

1. The Tenant shall pay to the Landlord \$715.00 which represents arrears of rent (\$529.00) plus the application filing fee (\$186.00) for the period ending January 31, 2026.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - \$100.00 on or before the 1st day of each month starting on February 1, 2026, and continuing each month until July 1, 2027.
 - The final payment of \$115.00 to be paid on or before August 1, 2026.
3. The Tenant shall also pay to the Landlord the lawful monthly rent on time and in full, as it comes due and owing on the 1st day of each month, for the period starting February 1, 2026, and continuing each month until August 1, 2026, or until the arrears are paid in full whichever date is earliest.
4. If the Tenant fails to make any one of the payments in accordance with paragraphs 2 and 3 of this order, the Landlord may, without notice to the Tenant, apply to the LTB 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 and evicting the Tenant and requiring that the Tenant pays any new arrears, NSF fees and related charges that became owing after January 31, 2026.

January 19, 2026

Date Issued

Pauline Brewster

Hearings Officer, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6