



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-105901-25

In the matter of: 99 Hiltz Avenue, Toronto ON M4L2N7

Between: Trisha Stapley
Annette Takatsch
Stephan Takatsch
Henry Takatsch

Landlords

And

Amanda Teveras

Tenant

Trisha Stapley, Annette Takatsch, Stephan Takatsch and Henry Takatsch (the 'Landlords') applied for an order to terminate the tenancy and evict Amanda Teveras (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlords also applied for an order to terminate the tenancy and evict the Tenant because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises.

The Landlords also applied for an order requiring the Tenant to pay the Landlords' reasonable out-of-pocket costs the Landlords have incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

The applications were scheduled to be heard together by videoconference on March 26, 2026.

The parties reached a proposed resolution agreement and/or requested mediation services and informed the Board through the Online Dispute Resolution (ODR) Portal.

The applications were mediated together by videoconference on January 13, 2026 by a Dispute Resolution Officer with the Landlord and Tenant Board.

The Landlord, Trisha Stapley, who confirmed their permission to represent the interests of Landlords, Annette Takatsch, Stephan Takatsch and Henry Takatsch, the Tenant, and the Tenant's Supporter, April Smith, participated in mediation and agreed to an Order on Consent in full and final satisfaction of the applications, and in so doing, understand that their legal rights to a hearing on the merits of the matters have been waived.

I was satisfied that the terms of this agreement are consistent with the *Residential Tenancies Act, 2006* and that the parties have provided their informed, independent, and voluntary consent.

The parties before the LTB consented to the following order:

It is agreed that:

1. The Landlords are no longer seeking out-of-pocket costs for damages as claimed in the N5 Notice.
2. The Landlords 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 \$300.00. It is due on the 1st day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$9.86. This amount is calculated as follows: \$300.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$10,000.00.
7. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. One of the Landlords, at their earliest opportunity, will coordinate a date and time with the Tenant to pick up a copy of the keys to the rental unit, and the contact coordinates have been provided for this purpose.
10. The Tenant will immediately, and by no later than January 14, 2026, pay \$186.00 to the Landlords by e-transfer, for reimbursement the application filing fee, and the contact coordinates have been provided for this purpose.

It is ordered on consent that:

1. The tenancy between the Landlords and the Tenant is terminated in a final way and without voiding provisions
2. The Tenant must move out of the rental unit on or before July 31, 2026.
3. The Tenant shall pay to the Landlords \$9,828.18. This amount includes rent arrears owing up to the date of the hearing. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlords compensation of \$9.86 per day for the use of the unit starting January 14, 2026 until the date the Tenant moves out of the unit.
5. Provided the Tenant moves out of the rental unit by no later than July 31, 2026, the Landlords waive claim to the full amount owing by the Tenant to July 31, 2026.

6. If the Tenant does not pay the Landlords the full amount owing on or before July 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated annually from August 1, 2026 on the balance outstanding, at the post-judgment interest rate determined under section 127 of the *Courts of Justice Act*.
7. If the unit is not vacated on or before July 31, 2026, then starting August 1, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 August 1, 2026.

January 19, 2026
Date Issued

 Janice Campbell
 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 expires on February 1, 2027 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 as the tenancy is terminated

Rent Owing To Hearing Date – January 13, 2026	\$9,828.18
Application Filing Fee	\$0.00
Total amount owing to the Landlords	\$9,828.18
Plus daily compensation owing for each day of occupation starting January 14, 2026	\$9.86 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	