



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-089296-25

In the matter of: 3361 THUNDERBIRD PROM
PICKERING ON L1X0N1

Between: Mihir Adhyapak Landlords
Gitanjali Adhyapak

And

Mellecia Ann Marie Livingston Tenant

Mihir Adhyapak and Gitanjali Adhyapak (the 'Landlords') applied for an order to terminate the tenancy and evict Mellecia Ann Marie Livingston (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

The application was scheduled to be heard by video conference on January 15, 2026.

Before the start of the hearing the Landlords Mihir Adhyapak, the Landlords' legal representative Purva Singh and the Tenant Mellecia Ann Marie Livingston engaged in private settlement discussions and advised that the parties had reached an agreement. The parties requested that Dispute Resolution Officer (DRO) Diego Fernandez-Stoll provide assistance in finalizing the terms and issue an order on consent to resolve all matters raised in the application. Upon reviewing the terms of the consent with the parties, I was satisfied that the parties understood the terms and consequences of their consent.

The parties agreed:

1. The total arrears of rent owing up to January 31, 2026, including the application filing fee are \$19,800.00.
2. The current monthly rent is \$3,300.00. It is due on the 1st day of each month.
3. Based on the Monthly rent, the daily rent/compensation is \$108.49. This amount is calculated as follows: \$3,300.00 x 12, divided by 365 days.
4. The Landlords are holding a rent deposit of \$3,351.22 including all interest accrued from May 31, 2025, to January 15, 2026.

5. The last month rent deposit, and all accrued interest will be deducted from the arrears of rent owing up to January 31, 2026, making the total amount payable \$16,448.78 (\$19,800.00 - \$3,351.22).

On consent, it is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before April 30, 2026.
2. If the Tenant wants to vacate the rental unit before April 30, 2026, they will provide the Landlords with fifteen (15) days written notice.
3. If the unit is not vacated on or before April 30, 2026, then starting May 1, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 May 1, 2026.
5. The Tenant shall also pay the Landlords compensation of \$108.49 per day for the use of the unit starting May 1, 2026, to the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlords the monthly rent that will become due and payable for the months of February 2026, March 2026 and April 2026 in full on or before the 2nd day of the month in which it becomes due.
7. The Tenant shall also pay to the Landlords \$16,448.78 for arrears of rent owing up to January 31, 2026, and costs less the last month rent deposit and accrued interest.
8. The Tenant shall pay to the Landlords the amount in paragraph 7 in accordance with the following schedule:
 - a) \$3,300.00 payable on February 21, 2026
 - b) \$3,300.00 payable on March 21, 2026
 - c) \$3,300.00 payable on April 21, 2026
 - d) \$3,300.00 payable on May 21, 2026
 - e) \$3,248.78 payable on June 21, 2026
9. If the Tenant fails to make any one of the payments in accordance with paragraphs 6 and/or 8 (a), (b) or (c) of this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlords pursuant to paragraph 7 of this order shall become immediately due and owing and the Landlords may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after **January 31, 2026**. This may result in the Board issuing an order that terminates the tenancy before April 30, 2026.

10. If the Tenant fails to make any one of the payments in accordance with paragraph 8 (d) or (e) of this order, the outstanding balance to be paid by the Tenant to the Landlords pursuant to paragraph 7 shall become immediately due and payable, and the Tenant will start to owe interest. This will be simple interest calculated at a rate of 4.00% annually on the balance outstanding starting the day following the date of default.

January 21, 2026

Date Issued

Diego Fernandez-Stoll

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 November 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.