



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-082206-25

In the matter of: BASEMENT APT., 1100 FEELEY CRT
MISSISSAUGA ON L5J4S5

Between: Marie Juskiw Landlord

And

Gary Niven Tenant

Marie Juskiw (the 'Landlord') applied for an order to terminate the tenancy and evict Gary Niven (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 Landlord or another tenant.

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

This application was scheduled to be heard by videoconference on January 14, 2026. On that date the parties agreed to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer (DRO) Rachael Kukoyi.

The Landlord's Representative, Maria Sturino, the Landlord, Marie Juskiw, and the Tenant, Gary Niven, participated in the mediation.

As a result of the mediation, the parties requested an order on consent and I am satisfied that the parties understand the terms and consequences of their consent, including waiving their right to a hearing on this application.

The Parties Agreed That:

1. As of the hearing date, the Tenant was still in possession of the rental unit.
2. The lawful rent is \$2,400.00. It is due on the 1st day of each month.
3. Based on the Monthly rent, the daily rent/compensation is \$78.90. This amount is calculated as follows: \$2,400.00 x 12, divided by 365 days.
4. There is no last month's rent deposit.
5. The Landlord agrees to return the security deposit in the amount of \$300.00 to the Tenant on or before, February 8, 2026, via e-transfer to the email, garywniven@shaw.ca.

6. The Tenant agrees to vacate the rental unit in a broom-swept condition free from any damages beyond normal wear and tear.
7. The Landlord agrees to waive the \$186.00 which is the cost of filing the application.
8. The Tenant has paid full rent for the period of January 1 to January 31, 2026.
9. The Landlord agrees to waive the daily compensation for the period of February 1 to February 8, 2026.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant is terminated and the Tenant must move out of the rental unit on or before February 8, 2026.
2. If the unit is not vacated on or before February 8, 2026, then starting February 9, 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 Landlord on or after February 9, 2026.
4. The Tenant shall also pay the Landlord compensation of \$78.90 per day for the use of the unit starting February 9, 2026, until the date the Tenant moves out of the unit.

January 21, 2026
Date Issued

Rachael Kukoyi
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 August 9, 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.