



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

File Number: LTB-L-092638-25

In the matter of: UPPER UNIT, 1303 FOREST ST
INNISFIL ON L9S1Z7

Between: JAISHRIE PERSAUD Landlord
BICKRAM DAYALALL

And

JODI GARDINER Tenant
ALEXANDER GARDINER

JAISHRIE PERSAUD and BICKRAM DAYALALL (the 'Landlord') applied for an order to terminate the tenancy and evict JODI GARDINER and ALEXANDER GARDINER (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord in this decision's title of proceedings. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant in this decision's title of proceedings.

The application was scheduled to be heard by video conference on January 19, 2026. The Landlord, Jaishrie Persaud attended and was represented by Alena Ledovskikh. The Tenant Jodi Gardiner also attended. Prior to the hearing, the parties elected to participate in LTB facilitated mediation with the assistance of Helen Giannini, a Dispute Resolution Officer and Hearing Officer, with the Landlord and Tenant Board. As a result of the resolution discussion, the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the terms and consequences of their consent.

The Parties agreed:

- a. The Landlord 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.
- b. As of the hearing date, the Tenant was still in possession of the rental unit.
- c. This order is a non-voidable termination of this tenancy based on the parties' mutual agreement to terminate the tenancy by April 30, 2026.

- d. The lawful rent is \$2,400.00. The rent is due on the 1st day of each month.
- e. 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.
- f. The rent arrears owing by the Tenant up to and including January 31, 2026, including the \$186.00 application filing fee are \$8,806.00.
- g. The Landlord collected a rent deposit of \$2,400.00 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. The deposit will be applied to the month of April 2026, being the last month of the tenancy.

It is ordered on consent that:

- 1. The Tenant shall pay to the Landlord \$8,806.00 for arrears of rent up to January 31, 2026, including the application filing fee.
- 2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Date of Payment	Payment Amount
March 15, 2026	\$750.00
April 15, 2026	\$750.00
May 15, 2026	\$750.00
June 15, 2026	\$750.00
July 15, 2026	\$750.00
August 15, 2026	\$750.00
September 15, 2026	\$750.00
October 15, 2026	\$750.00
November 15, 2026	\$750.00
December 15, 2026	\$750.00
January 15, 2027	\$750.00
February 15, 2027	\$556.00

3. The Tenant shall also pay to the Landlord new lawful rent on time and in full as it comes due and owing for the period, of and including, February 1, 2026, to April 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 this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and 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 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.
5. If the Tenant does not comply with the payment plan set out in paragraph 2, the outstanding balance will become due, and the Tenant will start to owe interest. This will be simple interest at 4.00% annually on the balance outstanding.
6. The tenancy between the Landlord and the Tenant is terminated. The Tenant must vacate the unit no later than April 30, 2026.
7. The Tenant shall also pay the Landlord compensation of \$78.90 per day for the use of the unit starting May 1, 2026, until the date the Tenant moves out of the unit.
8. If the unit is not vacated on or before April 30, 2026, then starting May 1, 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 May 1, 2026.

January 29, 2026
Date Issued

Helen Giannini
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 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.