



**Order under Section 69 / 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-095833-25

In the matter of: Upper Unit, 11 BEECHWOOD CRES
BRAMPTON ON L6T 1X9

Between: 2609537 Ontario Inc. Landlord

and

Yaroslav Struzhko Tenant

2609537 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Yaroslav Struzhko (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes;
- 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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage.

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

2609537 Ontario Inc. (the 'Landlord') also applied for an order requiring Yaroslav Struzhko (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was scheduled for videoconference on January 22, 2026.

The Landlord's Agent Ranjit Randhawa, the Landlord's Representative David Borrie, and the Tenant engaged in private settlement discussions on the day of the hearing. Parties reached an agreement and requested an order on consent.

The Tenant received legal advice about this application.

I am satisfied that the parties understand the consequences of their consent, including waiving their right to a hearing on this application.

Agreed Facts:

- 1) The current rent is \$2,000.00. It is due on the 1st day of each month.
- 2) Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12 months, divided by 365 days.
- 3) The rent arrears owing to January 31, 2026 are \$8,400.00.
- 4) The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
- 5) The Landlord collected a rent deposit of \$2,000.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit will be applied to the last rental period of the tenancy, February 2026, as the tenancy is terminated.
- 6) Interest on the rent deposit, in the amount of \$255.74 is owing to the Tenant for the period from March 1, 2019 to January 22, 2026. However, the Tenant is waiving collection of the interest.
- 7) The Landlord has incurred reasonable out-of-pocket expenses of \$1,910.65 as a result of the Tenant's failure to pay gas, electricity and water costs.
- 8) If the Tenant vacates the unit by February 28, 2026. The Landlord will waive collection of the arrears, filing fee, and utility costs.
- 9) The Landlord will take reasonable steps to minimize noise disturbances at the rental unit.

It is ordered on consent of the parties that:

1. The tenancy between the Landlord and the Tenant is terminated in a non-voidable manner. **The Tenant must move out of the rental unit on or before February 28, 2026.**
2. If the unit is not vacated on or before February 28, 2026, then the Tenant shall pay to the Landlord \$10,496.65. This amount includes rent arrears owing up to January 31, 2026, the cost of filing the application, and the utility expenses. See Schedule 1 for the calculation of the amount owing.
3. If the unit is not vacated on or before February 28, 2026 and the Tenant does not pay the Landlord the full amount owing on or before March 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 2, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant shall also pay the Landlord compensation of \$65.75 per day for the use of the unit starting March 1, 2026 until the date the Tenant moves out of the unit.

5. If the unit is not vacated on or before February 28, 2026, then starting March 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 March 1, 2026.
7. This order is in full and final settlement of this application.

January 27, 2026
Date Issued

Denise Hannivan
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 September 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.

Schedule 1

SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay IF the Tenant does not vacate the unit on or before February 28, 2026

Rent Owing to January 31, 2026	\$8,400.00
Application Filing Fee	\$186.00
Utility costs	\$1,910.65
Total amount owing to the Landlord	\$10,496.65
Plus daily compensation owing for each day of occupation starting March 1, 2026	\$65.75 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	