



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

File Number: LTB-L-091965-25

In the matter of: 1724, 2757 BATTLEFORD RD
MISSISSAUGA ON L5N3A8

Between: Interrent Holdings Manager LP Landlord

And

Silvana Cassella Tenant
Brett Gogoll

Interrent Holdings Manager LP (the 'Landlord') applied for an order to terminate the tenancy and evict Silvana Cassella and Brett Gogoll (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 22, 2026.

Only the Landlord's Legal Representative Callie Crosbie attended the hearing.

As of 1:22pm, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,523.63. It is due on the 1st day of each month.

4. The Tenant has paid \$5,200.00 to the Landlord since the application was filed.
5. The rent arrears owing to January 31, 2026 are \$3,307.09.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. Accordingly, the total amount the Tenant owes the Landlord is \$3493.09.
8. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
9. Only the Landlord's Legal Representative attend the hearing. However, she testified that she had reached a payment agreement with the Tenant, who was unable to attend the proceeding. In support of this the Landlord relied on a payment agreement signed by both the Landlord and the Tenant and uploaded to the Tribunals Ontario Portal in advance of the hearing.
10. As the Tenant has not attended the hearing, I am not prepared to issue a payment plan on consent. However, based on the Landlord's Legal Representative uncontested evidence, and the signed payment agreement I am satisfied that it is the intention of the parties to enter into a payment agreement. Therefore, I am prepared to order a payment agreement on a uncontested basis, and am satisfied that it would not be unfair to do so in consideration of all the circumstances. However, I have postponed the date of the first payment beyond what was specified in the signed payment agreement to ensure that it does not predate the issuance of this order and prejudice the Tenant.

It is ordered that:

1. The Tenant shall pay to the Landlord \$3493.09 for arrears of rent up to January 31, 2026 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Payment Due Date	Amount of Payment
January 31, 2026	\$1,000.00
On or before February 1, 2026, to June 1, 2026	\$415.00 each month
On or before July 1, 2026	\$418.09

3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period February 1, 2026 to July 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.

January 28, 2026

Date Issued

Reid Jackson

Member, 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.