



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

File Number: LTB-L-087153-25

In the matter of: 13, 61 HALL ST
OSHAWA ON L1H2Y8

Between: ROCKVIEW PROPERTIES Landlord

And

ROCHELLE BURKE Tenant

ROCKVIEW PROPERTIES (the 'Landlord') applied for an order to terminate the tenancy and evict ROCHELLE BURKE (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

Mediation was held on January 13, 2026. The following parties participated in the mediation: The Landlord's representative, Carli De Vos, the Tenant, Rochelle Burke, and the Tenant's support, Raghav Maini.

The parties consented to the following order. I was satisfied that the parties understood the consequences of their consent.

The parties agreed that:

1. The lawful rent is \$1,392.25. It is due on the 1st day of each month.
2. Based on the Monthly rent, the daily rent/compensation is \$45.77. This amount is calculated as follows: \$1,392.25 x 12, divided by 365 days.
3. The rent arrears owing to January 31, 2026 are \$8,319.54.
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 \$1,392.00 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.
6. Interest on the deposit was paid up to September 1, 2025.

7. The Landlord agrees to waive \$3705.54 of the \$8,505.54 arrears (which represents rent arrears and costs), providing the Tenant vacates the rental unit on or before December 31, 2026 and adheres to monthly payment schedule in accordance with this order.

It is ordered on consent that:

1. The Tenant owes the Landlord \$8,505.54, which represents arrears owing to January 31, 2026 and costs.
2. The tenancy between the Landlord and the Tenant is terminated. The Tenant shall vacate on or before December 31, 2026.
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 November 1, 2026, or until the arrears are paid in full, whichever date is earliest.
4. The rental deposit shall be applied to the last month of the tenancy.
5. If the Tenant does not comply with paragraphs 2 and 3 of this order, the Tenant shall pay the Landlord \$8,505.54 less any amounts paid towards the arrears by the Tenant since the date of hearing on or before January 1, 2027. The Tenant will start to owe simple interest calculated at 4.00% annually on the balance outstanding starting the date following the breach. The Landlord has the right to collect the balance outstanding under this Order.
6. If the Tenant complies with paragraphs 2 and 3 of this order, then the Tenant shall pay to the Landlord \$4,800.00, which represents the arrears of rent up to January 31, 2026, less the amount waived by the Landlord in return for complying with paragraphs 2 and 3.
7. The Tenant shall pay to the Landlord the amount set out in paragraph 5 in accordance with the following schedule:
 - **\$400.00 on or before the 15th day of each month for a period of 12 months, from January 15, 2026, up to and including December 15, 2026.**
8. If the Tenant fails to make any one of the payments in accordance with paragraphs 3 or 7 of this order, the outstanding balance of the full arrears owed by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing, including the amount that the Landlord would have otherwise waived, 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 on a date earlier than the agreed upon December 31, 2026, and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after January 31, 2026.
9. The Tenant shall also pay the Landlord compensation of \$45.77 per day for the use of the unit starting January 1, 2027 until the date the Tenant moves out of the unit.

10. If the unit is not vacated on or before December 31, 2026, then starting January 1, 2027, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
11. Should the payment in paragraph 9 come due and owing, and if the Tenant fails to make the payment required in full and on time, the remaining outstanding balance shall become due and payable forthwith under this Order. The Tenant will start to owe simple interest calculated at 4.00% annually on the balance outstanding starting January 2, 2027. The Landlord has the right to collect the balance outstanding under this Order.
12. 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 January 1, 2027.

February 3, 2026

Date Issued

Rolland Roopchand

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 8, 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.