



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-096133-25

In the matter of: 24 MAPLE LEAF AVE S
RIDGEWAY ON L0S 1N0

Between: Sachkiran Kaur Landlord

And

Marianne Sparkman Tenant

Sachkiran Kaur (the 'Landlord') applied for an order to terminate the tenancy and evict Marianne Sparkman (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was scheduled to be heard by videoconference on January 26, 2026. The Landlord, Sachkiran kaur, and the Tenant, Marianne Sparkman, attended the Hearing.

At the hearing, the parties engaged in mediation. 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.

Agreed Facts:

1. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice).
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,500.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 x 12 months, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to January 31, 2026, are \$10,000.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$2,500.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit will be applied to the last month of the tenancy.
9. Interest on the last month rent deposit, in the amount of \$48.77 is owing to the Tenant for the period from July 1, 2025, to April 30, 2026. This amount will be applied to the last month of the tenancy.
10. The parties agreed upon a non-voidable order terminating the tenancy effective May 31, 2026.
11. The Tenant agreed to pay the Landlord \$919.43 on or before May 37, 2026, for utilities owed on the rental unit.
12. The Landlord agreed to pay to the Tenant \$100.00 upon the Tenant's return of the keys for the rental unit.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated on May 31, 2026. The Tenant must move out of the rental unit on or before May 31, 2026.
2. The Tenant shall pay to the Landlord \$10,137.23 which represents arrears of rent (\$10,000) plus the application filing fee (\$186.00), for the period ending January 31, 2026. The interest owing on the rent deposit (\$48.77) has been deducted from the amount owing
3. The Tenant shall pay to the Landlord the amount set out in paragraph 2 in accordance with the following schedule:
 - \$1,250.00 on or before February 5, 2026
 - \$1,250.00 on or before February 19, 2026
 - \$1,250.00 on or before March 5, 2026
 - \$1,250.00 on or before March 19, 2026
 - \$1,250.00 on or before April 2, 2026
 - \$1,250.00 on or before April 16, 2026
 - \$2,637.23 on or before April 30, 2026.
4. The Tenant shall also pay to the Landlord the lawful monthly rent on time and in full, as it comes due and owing on the 1st day of each month, for the period starting February 1, 2026, and continuing each month until April 30, 2026.
5. If the Tenant fails to make any one of the payments in accordance with paragraphs 3 or 4 of this order, 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 *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant **prior to May 31, 2026** and requiring that the Tenant pays any new arrears, NSF fees and related charges that became owing after January 31, 2026.

6. If the unit is not vacated on or before May 31, 2026, then starting June 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 June 1, 2026.
8. If the unit is not vacated on or before May 31, 2026, then starting April 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

February 3, 2026
Date Issued

Pauline Brewster
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 December 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

Amount the Tenant must pay

Rent Owing To Hearing Date (January 26, 2026)	\$9,636.94
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,500.00
Less the amount of the interest on the last month's rent deposit	-\$48.77
Total amount owing to the Landlord	\$7,274.17
Plus daily compensation owing for each day of occupation starting	\$82.19 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	