



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-098413-25

In the matter of: 2nd Floor, 18 LAPPIN AVE
TORONTO ON M6H1Y4

Between: Carlos Martins Landlord

And

Sandy Pacheco Tenant

Carlos Martins (the 'Landlord') applied for an order to terminate the tenancy and evict Sandy Pacheco (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

Mediation was held on February 3, 2026. The following parties participated in the mediation: The Landlord's representative, Carlos Oliveira, the Landlord, Carlos Martins, and the Tenant, Sandy Pacheco.

The parties consented to the following order. I was satisfied that the parties understood the 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). 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$3,600.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$118.36. This amount is calculated as follows: \$3,600.00 x 12, divided by 365 days.
5. The rent arrears owing to February 28, 2026 are \$24,900.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. Of the arrears, the Landlord agrees to waive \$2,600.00 representing a partial waiver of rent for the month of February, 2026.

8. The Landlord also agrees to waive \$2,600.00 of rent that will come due and owing for the month of March, 2026.
9. The Landlord collected a rent deposit of \$3,600.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit will be applied to the balance of arrears.
10. Interest on the rent deposit, in the amount of \$200.11 is owing to the Tenant to the hearing date. Interest will also be applied to the balance of arrears.
11. This Order on Consent represents a final, non-voidable termination of this tenancy.
12. This Order on Consent represents a full and final settlement of all issues related to the tenancy as of the date of hearing.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant is terminated as of March 31, 2026. The Tenant must move out of the rental unit on or before March 31, 2026.
2. The Tenant shall pay to the Landlord **\$18,658.86** which represents the arrears of rent (\$24,900.00) plus costs (\$186.00) less amounts waived (\$2,600.00) less the rent deposit and interest on the rent deposit for the period ending February 28, 2026.
3. The Tenant shall pay the Landlord the full amount owing as set out in paragraph 2 on or before March 31, 2026.
4. If the unit is not vacated on or before March 31, 2026, the Tenant shall also pay the Landlord compensation of \$118.36 per day for the use of the unit starting April 1, 2026 until the date the Tenant moves out of the unit.
5. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance to be paid by the Tenant to the Landlord pursuant to paragraph 2 and, if applicable, paragraph 4 of this order shall become payable on the day following the date of default. The monies owing shall bear interest at the post-judgement interest rate determined under subsection 207(7) of the Residential Tenancies Act, 2006. The Landlord has the right to collect the balance outstanding under this Order.
6. On or before February 20, 2026, the Tenant shall also pay to the Landlord \$1,000.00 towards the arrears.
7. On or before March 20, 2026, the Tenant shall also pay to the Landlord rent for the month of March, 2026 in the amount of \$1,000.00 representing one month of rent less amounts waived by the Landlord.
8. If the Tenant fails to make either payment in accordance with paragraph 6 or 7, then the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 2 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 **February 28, 2026**.

9. If the unit is not vacated on or before March 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.
10. 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 April 1, 2026.

February 10, 2026

Date Issued

Ryan Gacnik

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 October 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.