



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

File Number: LTB-L-104436-25

In the matter of: 1009, 760 WONDERLAND RD S
LONDON ON N6K1M2

Between: Hazelview Property Services Inc. Landlord

And

Dean Martin Depietro Tenant

Hazelview Property Services Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Dean Martin Depietro (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord representative Frannie Simms and the Tenant Dean Martin Depietro engaged in private settlement discussions and advised by way of the Online Dispute Resolution Tool on the Tribunals Ontario Portal that the parties had reached an agreement.

The parties participated in a videoconference on February 2, 2026 at 10:00 a.m. where the parties requested that Dispute Resolution Officer (DRO) Sarah Harriman issue an order on consent in settlement of all matters raised in the application.

The parties mutually agreed to resolve all matters at issue in this application and requested an order on consent and I am satisfied that the parties understand the consequences of their consent.

Agreed Facts:

1. As of the hearing date, the Tenant was still in possession of the rental unit.
2. The lawful rent is \$1,019.08. It is due on the 1st day of each month.
3. The rent arrears owing to January 31, 2026 are \$3,438.22.
4. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

5. Accordingly, the total amount the Tenant owes the Landlord is \$3,624.22.
6. For one time only the lawful monthly rent for **February 2026** will be due on **February 6, 2026** instead of **February 1, 2026**. Thereafter, the lawful monthly rent will be due on the 1st day of each month.

It is ordered on consent that:

1. The application is amended to remove Dean Dipietro as a Tenant.
2. The Tenant shall pay to the Landlord **\$3,624.22** for arrears of rent up to January 31, 2026 and costs.
3. The Tenant shall pay to the Landlord the amount set out in paragraph 2 in accordance with the following schedule:
 - a) **\$500.00** on or before the **17th day** of each month starting **February 17, 2026**, through to and including, **August 17, 2026** and;
 - b) A final payment of **\$124.22** on or before **September 17, 2026**.
4. The tenant shall pay the monthly rent of **\$1,019.08** for the rental period of **February 2026** on or before **February 6, 2026**.
5. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period **March 1, 2026** to **September 1, 2026**, or until the arrears are paid in full, whichever date is earliest.
6. 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 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 **January 31, 2026**.

February 11, 2026
Date Issued

Sarah Harriman
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.