



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

File Number: LTB-L-091106-25

In the matter of: 108, 1868 MAIN ST W
HAMILTON ON L8S1J1

Between: ENTERPRISE REIT OPERATING LP Landlord

And

BAILEY SINGH Tenant
MISHELLE PARDIAC
JENNIFER STALLMAN

ENTERPRISE REIT OPERATING LP (the 'Landlord') applied for an order to terminate the tenancy and evict BAILEY SINGH, MISHELLE PARDIAC and JENNIFER STALLMAN (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's legal representative, Sabrina Marchionne, the Landlord's Agent, Claire Lupinsky and the Tenants, Bailey Singh and Mishelle Pardiak attended the hearing. Bailey Singh and Mishelle Pardiak had authorization to consent on behalf of all parties.

Before the start of the hearing, the parties advised that they had reached an agreement. 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. As of the hearing date, the Tenant was still in possession of the rental unit.
2. The lawful rent is \$1,817.57. It is due on the 1st day of each month.
3. Based on the Monthly rent, the daily rent/compensation is \$59.76. This amount is calculated as follows: \$1,817.57 x 12, divided by 365 days.
4. The Tenant has not made any payments since the application was filed.
5. The rent arrears owing to January 31, 2026 are \$7,607.99.

6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord collected a rent deposit of \$1,819.59 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.
8. Interest on the rent deposit, in the amount of \$34.76 is owing to the Tenant for the period from March 1, 2025 to January 26, 2026.
9. The Landlord agrees to waive the claim for arrears of rent in excess of \$5,000.00 from the Tenant, on the condition that the Tenant honours the payment plan set out in paragraph 4 of the order below.
10. The Tenant agrees that in the event of a default in payments in accordance with the payment plan set out in paragraph 4 below, the balance of rent arrears set out below in paragraph 2 of this Order, shall become immediately due and owing to the Landlord on the day following the date of default.
11. Parties agreed to a final, non-voidable eviction order based on the parties' agreement to terminate the tenancy. Therefore, the Tenant does not have the option to void the order by paying the arrears and costs.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated and the Tenant must move out of the rental unit on or before February 28, 2026.
2. The Tenant owes to the Landlord \$5,640.84. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. The Landlord agrees to waive arrears in excess of \$5,000.00 if the Tenant complies with the payment plan set out below in paragraph 4 of this order.
4. The Tenant shall pay to the Landlord \$5,000.00 in accordance with the following schedule:
 - a. Payments of \$750.00 on or before the last day of each month starting March 31, 2026, and continuing each month until August 31, 2026; and
 - b. A final payment of \$500.00 on or before September 30, 2026.
5. If the Tenant fails to make any payment required by paragraph 4 of this order, the entire amount owing under paragraph 2 of this order shall become immediately due and owing and the Tenant will start to owe interest from the day following the breach. This will be simple interest calculated at 4.00% annually on the balance outstanding.

6. The Tenant shall also pay the Landlord compensation of \$59.76 per day for the use of the unit starting January 27, 2026 until the date the Tenant moves out of the unit.
7. If the unit is not vacated on or before February 28, 2026, then starting March 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 March 1, 2026.

February 18, 2026
Date Issued

Britney Sooknanan
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 September 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

A. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$7,309.19
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,819.59
Less the amount of the interest on the last month's rent deposit	- \$34.76
Total amount owing to the Landlord	\$5,640.84
Plus daily compensation owing for each day of occupation starting January 27, 2026	\$59.76 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	