



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

File Number: LTB-L-073650-25

In the matter of: 3 East Vista Terrace
Quinte West ON K0K1L0

Between: SELVANAYAGAM THURAIPPA Landlord

And

MARK EDWARD GROSS Tenants
DAWN GRETТА JANE SNIDER

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

SELVANAYAGAM THURAIPPA (the 'Landlord') applied for an order to terminate the tenancy and evict MARK EDWARD GROSS and DAWN GRETТА JANE SNIDER (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The parties attended a hearing on February 17, 2026, by video conference. The parties elected to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer (DRO) Felicia Puscalau.

The Landlord and the Landlord's Legal Representative, Tyrone Turner, were present accompanied by both Tenants.

Following comprehensive resolution discussions, the parties mutually agreed to settle all matters at issue in the application and requested an order on consent. I am satisfied that the parties fully understood the terms of the agreement and the legal consequences of providing their informed and voluntary consent.

The parties agreed that:

1. The Landlord served the Tenant with a valid 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 for the months of March, April and May 2026 is \$2,900.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$95.34. This amount is calculated as follows: \$2,900.00 x 12, divided by 365 days.
5. The Tenant has paid \$15,500.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2026, including the application filing fee, total \$10,186.00.
7. ***In recognition of the ongoing issues the Tenant has experienced since moving into the new house, the Landlord has agreed to waive \$3,186.00, reducing the outstanding arrears to \$7,000.00.***
8. The Landlord collected a rent deposit of \$10,500.00 from the Tenant and this deposit is still being held by the Landlord.
9. Interest on the rent deposit, in the amount of \$168.55 is owing to the Tenant for the period from May 15, 2025, to February 17, 2026.
10. ***The rent deposit of \$10,500.00, together with the accrued interest of \$168.55, shall be applied as an offset against the outstanding arrears of \$7,000.00, resulting in no arrears owing and a balance of \$3,668.55. Of this balance, \$2,900.00 shall be applied to the last month of the tenancy, May 2026, and the remaining \$768.55 shall be applied to the rent owing for March 2026.***
11. The parties agreed to a final, non-voidable termination of this tenancy as of May 31, 2026.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 31, 2026.
2. 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.
3. 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.
4. **The Tenant shall pay to the Landlord the lawful rent as follows:**
 - a) ***\$2,131.45 on or before March 1, 2026, representing the rent for March 2026 less a credit of \$768.55***
 - b) ***\$2,900.00 on or before April 1, 2026, representing the full rent for April 2026***
 - c) ***No rent is payable for the month of May 2026, as the Tenant shall apply the last of his rent deposit toward the rent for that month***

5. If the Tenant fails to make any one of the payments in accordance with paragraph 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 Act for an order terminating the tenancy and evicting the Tenant. *This may result in the Board issuing an order that terminates the tenancy before May 31, 2025.*
6. If any amount remains owing to the Landlord upon the Tenant vacating the rental unit, that amount shall be due and payable on or before May 31, 2026. Any balance not paid by that date shall accrue simple interest at a rate of 4.00% annually, calculated from June 1, 2026, on the outstanding balance until paid in full.
7. If the Tenant doesn't move out on or before May 31, 2026, the Tenant shall pay the Landlord compensation of \$95.34 per day for the use of the unit starting June 1, 2026, until the date the Tenant moves out of the unit.
8. The parties agree that all matters between them, are fully and conclusively settled by the terms of this Order.

February 20, 2026
Date Issued

Felicia Puscalau
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.