



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-103964-25

In the matter of: 4, 427 CRAWFORD ST
TORONTO ON M6G3J7

Between: JASON MARTINS Landlord

And

YALDA SHAYGY
JEFFREY MATHESON Tenant

JASON MARTINS (the 'Landlord') applied for an order to terminate the tenancy and evict YALDA SHAYGY and JEFFREY MATHESON (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 18, 2026. The Landlord's legal representative, Berkan Altun, the Landlord, and the Tenant, Yalda Shaygy were in attendance. The Tenant agent, Shannagaye Mitchel, was in attendance and had permission to speak on behalf of the Tenant, Jeffery Matheson, who was not in attendance.

The parties elected to participate in Landlord and Tenant Board (LTB) facilitated mediation with the assistance of Dispute Resolution and Hearings Officer, Sonja Hudson.

At the hearing, the parties consented to the following order.

I was satisfied the parties understood the consequences of their consent.

The parties agreed that:

1. The application is to be amended to remove the named Tenant, Shannagaye Mitchel, as a party to the application and subsequently will not be a party to this order.
2. This order is a final, non-voidable termination of this tenancy based on the parties agreement to terminate the tenancy as of March 11, 2026.
3. The current lawful rent by way of the application is \$3,136.78. It is due on the 1st day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$103.13. This amount is calculated as follows: \$3,136.78 x 12 months, divided by 365 days.

5. The rent arrears owing to February 28, 2026, are \$24,939.66.
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 \$3,169.07 that is still being held by the Landlord.
8. Interest on the rent deposit, in the amount of \$61.94 is owing to the Tenant for the period from May 1, 2025, to February 18, 2026. This amount may be deducted from the arrears owing.
9. The property is to be left in broom swept condition and free of garbage or personal belongings.
10. All parties are to coordinate the return of the television.
11. The Tenant, Yalda Shaygy, agrees to communicate with the Landlord in terms of payment of damages to the property discovered since February 2025.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must vacate the rental unit on or before March 11, 2026.
2. The Tenant shall pay to the Landlord \$ 21,894.65, which represents the arrears of rent (\$24,939.66), plus the filing fee (\$186.00), less the last month's rent deposit (\$3,169.07), less the interest owed (\$61.94) for the period ending February 28, 2026.
3. The Tenant shall pay to the Landlord \$12,000.00 on or before March 11, 2026.
4. If the Tenant defaults on the payment as noted in paragraph 3 of this order, the outstanding balance will become immediately due, and the Tenant will start to owe interest from the day following the date of default on the balance outstanding. The monies owing shall bear interest at the post-judgment interest rate determined under subsection 207(7) of the *Residential Tenancies Act, 2006*, (the 'Act').
5. The outstanding arrears in the amount of \$9,894.65 is due in full on or before March 11, 2026. If the Tenant fails to make this payment, any outstanding balance will become immediately due, and the Tenant will start to owe interest from the day following the date of default on the balance outstanding. The monies owing shall bear interest at the post-judgment interest rate determined under subsection 207(7) of the *Residential Tenancies Act, 2006*, (the 'Act').
6. If the unit is not vacated on or before March 11, 2026, then the Tenant shall pay the Landlord compensation of \$103.13 per day for the use of the unit starting March 12, 2026, until the date the Tenant moves out of the unit.
7. If the unit is not vacated on or before March 11, 2026, then starting March 12, 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 12, 2026.

February 24, 2026
Date Issued

Sonja Hudson

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 Residential Tenancies Act, 2006, (the 'Act'), the part of this order relating to the eviction expires on September 12, 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.