



**Amended Order
Order under Section 69
Residential Tenancies Act, 2006
And section 21.1 of the Statutory Powers Procedure Act**

File Number: LTB-L-017484-25-AM

In the matter of: 105, 171 CHURCH ST E
BRAMPTON ON L6V1H5

Between: Cornelia Investments Limited Landlord
c/o Gossner & Hornar Management Ltd

And

Mateusz Krynicki aka Matthew Krynicki Tenant

This amended order is issued to correct a clerical error in the original order issued on June 24, 2025. The amended order is being issued to amend the Tenant's name as noted in the original order. The amendments are bold and underlined. The rest of the order remains unchanged.

Cornelia Investments Limited c/o Gossner & Hornar Management Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict **Mateusz Krynicki aka Matthew Krynicki** (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application was scheduled to be heard by video conference on June 19, 2025.

Before the start of the hearing the Landlord's legal representative Sabrina Sciulli and the Tenant Matthew Krynicki engaged in private settlement discussions and advised that the parties had reached an agreement.

The parties requested that Dispute Resolution Officer (DRO) Diego Fernandez-Stoll provide assistance in finalizing the terms and issue an order on consent to resolve all matters raised in the application. The Tenant spoke with Tenant Duty Counsel before providing their consent to the terms contained herein.

Upon reviewing the terms of the consent with the parties, I was satisfied that the parties understood the terms and consequences of their consent.

The parties agreed that:

1. The lawful rent is \$1,297.70. It is due on the 1st day of month.
2. Based on the Monthly rent, the daily rent/compensation is \$42.66. This amount is calculated as follows: \$1,297.70 x 12, divided by 365 days.
3. The rent arrears owing to June 30, 2025 are \$11,613.59.
4. The Tenant shall pay the Landlord incurred costs of \$186.00 for filing the application.
5. The Landlord collected a rent deposit of \$1,175.65 from the Tenant and this deposit is still being held by the Landlord. The rent deposit shall be applied to the last rental period of the tenancy.
6. Interest on the rent deposit, in the amount of \$13.69 is owing to the Tenant for the period from January 1, 2025, to June 19, 2025.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$11,799.59 if the payment is made on or before June 30, 2025. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$13,097.29 if the payment is made on or before July 31, 2025. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after July 31, 2025 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before July 31, 2025**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,123.09. This amount includes rent arrears owing up to the date of the agreement 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.
6. The Tenant shall also pay the Landlord compensation of \$42.66 per day for the use of the unit starting June 20, 2025 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before July 31, 2025, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2025, at 5.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 31, 2025, then starting August 1, 2025, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 August 1, 2025.

June 24, 2025

Date Issued

February 24, 2026

Date Amended

Diego Fernandez-Stoll

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 February 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 to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2025

Rent Owing To June 30, 2025	\$11,613.59
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Total the Tenant must pay to continue the tenancy	\$11,799.59

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 31, 2025

Rent Owing To July 31, 2025	\$12,911.29
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Total the Tenant must pay to continue the tenancy	\$13,097.29

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

Rent Owing To June 19, 2025	\$11,126.43
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount of the last month's rent deposit	- \$1,175.65
Less the amount of the interest on the last month's rent deposit	- \$13.69
Total amount owing to the Landlord	\$10,123.09
Plus daily compensation owing for each day of occupation starting June 20, 2025	\$42.66 (per day)