



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-037917-25-RV

In the matter of: 108, 11 GLENBURN AVE
EAST YORK ON M4B2X1

Between: MONTEREY PARK INC. Landlord

And

ROBERT BOUTILIER Tenant

MONTEREY PARK INC. (the 'Landlord') applied for an order to terminate the tenancy and evict ROBERT BOUTILIER (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

MONTEREY PARK INC. (the 'Landlord'), also applied for an order requiring ROBERT BOUTILIER (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

The application was resolved by Order LTB-L-037917-25 on October 9, 2025.

On January 23, 2026, Interim Order LTB-L-037917-25-RV-IN was issued, stating that Order is stayed and that the LTB shall schedule a hearing of the Tenant's request to review.

The application was scheduled to be heard by video conference on February 19, 2026. The Landlord's Agent, Morris Rozen attended and was represented by Gradiola Qendri. The Tenant was also present. Prior to the hearing, the parties elected to participate in LTB facilitated mediation with the assistance of Helen Giannini, a Dispute Resolution Officer and Hearing Officer, with the Landlord and Tenant Board. 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.

The Parties agreed:

- a. The request to review Order LTB-L-037917-25, issued on October 9, 2025, is granted.
- b. Order LTB-L-037917-25 issued on October 9, 2025, is cancelled and replaced with this Order.
- c. The Landlord gave the Tenant an N5 Notice of Termination and filed an L2 Application alleging damage to the rental unit.
- d. As of the hearing date, the Tenant was still in possession of the rental unit.
- e. This order is a non-voidable termination of this tenancy based on the parties' mutual agreement to terminate the tenancy by March 6, 2026.
- f. The lawful rent is \$1,227.85. The rent is due on the 1st day of each month.
- g. Based on the monthly rent, the daily compensation is \$40.37. This amount is calculated as follows: $\$1,227.85 \times 12$, divided by 365 days.
- h. The Landlord collected a rent deposit of \$1,000.00 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. Interest is due on the deposit in the amount of \$183.74.
- i. The Tenant will pay to the Landlord \$11,132.00, which is the cost of replacing the damaged property, the filing fee and the sheriff enforcement fee.
- j. The Tenant will pay a daily rent for the rent due from March 1 to 6, 2026 in the daily compensation rate of \$40.37. If the Tenant stays until March 6, 2026, this is equal to \$242.22. This amount will be deducted from the last month rent deposit.
- k. The remaining rent deposit and interest will be deducted from the amount due to the Landlord.

It is ordered on consent that:

1. The request to review Order LTB-L-037917-25, issued on October 9, 2025, is granted.
2. Order LTB-L-037917-25 issued on October 9, 2025, is cancelled and replaced with this Order.
3. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 6, 2026.
4. The Tenant shall pay to the Landlord, a daily rent in the amount of \$40.37 daily for the period of March 1 to March 6, 2026. This amount will be deducted from the last month's rent deposit.

5. The Tenant will pay to the Landlord \$11,132.00, which is the cost of replacing the damaged property, the filing fee and the sheriff enforcement fee. This amount will be reduced by the remaining rent deposit and the applicable interest due on the rent deposit.
6. If the unit is not vacated on or before March 6, 2026, then starting March 7, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. The Tenant shall also pay the Landlord compensation of \$40.37 per day for the use of the unit starting March 6, 2026, until the date the Tenant moves out of the unit.
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 7, 2026.
9. If the Tenant does not pay the Landlord the full amount owing on or before March 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 7, 2026, at 4.00% annually on the balance outstanding.

February 26, 2026
Date Issued

Helen Giannini
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 of the Tenant expires on September 7, 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.