



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

File Number: LTB-L-101184-25

In the matter of: 202, 30 Chisholm Trail
MARATHON ON P0T2E0

Between: Marathon Municipal Non-Profit Housing Corporation Landlord

And

Robin Fryer Tenant

Marathon Municipal Non-Profit Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Robin Fryer (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was mediated by videoconference on February 10, 2026.

The Landlord Agent Katarina Serrao, the Tenant Robin Fryer and the Tenant's Representative Brandi DeJonge attended the hearing.

The parties mutually agreed to resolve all matters at issue in the application and requested an order on consent and I am satisfied that the parties understand the 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 \$1,600.00. It is due on the 1st day of each month.
3. The Tenant shall continue to pay to the Landlord new rent on time and in full as it comes due and owing for the period from March 1, 2026 to August 1, 2026 which is the last month of tenancy.
4. Based on the Monthly rent, the daily rent/compensation is \$52.60. This amount is calculated as follows: \$1,600.00 x 12, divided by 365 days.
5. The rent arrears owing to February 28, 2026 are \$18,850.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

7. There is no last month's rent deposit.
8. The 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.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant is terminated the Tenant must move out of the rental unit on or before August 31, 2026.
2. The Tenant shall pay to the Landlord \$19,036.00. This amount includes rent arrears owing up to February 28, 2026 and the cost of filing the application.
3. The Tenant shall pay to the Landlords the amount set out in paragraph 2 in accordance with the following schedule:
 - a) **\$5.00** on or before the **1st day** of each month commencing **March 1, 2026**, to **October 1, 2026**, and;
 - b) Commencing **November 1, 2026** the Tenant shall pay **\$300.00** on or before the **1st day** of each month until the arrears are paid in full.
4. The Tenant shall also pay the Landlord compensation of \$52.60 per day for the use of the unit starting September 1, 2026 until the date the Tenant moves out of the unit.
5. If the unit is not vacated on or before August 31, 2026, then starting September 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 September 1, 2026.

February 24, 2026
Date Issued

Sarah Harriman
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 March 1, 2027 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.