



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

File Number: LTB-L-107817-25

In the matter of: 1-Lower, 512 WATERLOO ST
LONDON ON N6B2P7

Between: Krista Elizabeth Zavits and Christopher Landlord
James Zavits c/o Bloom

And

Josh Torrance Tenant

Krista Elizabeth Zavits and Christopher James Zavits c/o Bloom (the 'Landlord') applied for an order to terminate the tenancy and evict Josh Torrance (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The parties mutually agreed to resolve all matters at issue in the application and requested the assistance of a Hearings Officer to write an order on consent through the Online Dispute Resolution process.

By videoconference on February 6, 2026, the parties met with a Hearings Officer. The Landlord's legal representative, Robert Rose and the Tenant attended the meeting.

As a result of the resolution discussion, the parties requested an order on consent, and I was satisfied that the parties understood the terms and consequences of their consent.

The hearing for this application on March 24, 2026 is cancelled.

Agreed Facts:

1. As of the date of the Online Dispute Resolution session, the Tenant was still in possession of the rental unit.
2. The lawful rent is \$1,553.75. It is due on the 1st day of each month.
3. Based on the Monthly rent, the daily rent/compensation is \$51.08. This amount is calculated as follows: \$1,553.75 x 12, divided by 365 days.
4. The Tenant has not made any payments since the application was filed.
5. The rent arrears owing to February 28, 2026 are \$7,522.50.

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 \$1,695.00 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.
8. Interest on the rent deposit, in the amount of \$20.71 is owing to the Tenant for the period from July 15, 2025 to February 10, 2026.
9. 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.
10. In exchange for vacant possession of the rental unit on or before February 10, 2026, as well as the Tenant honouring the payment plan set out in paragraph 4a. and 4b. of the order below, the Landlord has agreed to waive \$2,000.00 from the rental arrears owed by the Tenant for the period ending February 28, 2026.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated and the Tenant must move out of the rental unit on or before February 10, 2026.
2. The Tenant shall pay to the Landlord \$5,073.35. This amount includes rent arrears owing up to the date of termination of the tenancy and the cost of filing the application. The rent deposit, interest the Landlord owes on the rent deposit and the rent owed to the Tenant for the period February 11, 2026 to February 28, 2026 are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing. The Landlord agrees to waive \$2000.00 of the arrears owing if the Tenant vacates the unit on or before February 10, 2026, and complies with paragraph 4 of this order.
3. In exchange for vacant possession of the rental unit on or before February 10, 2026, the Tenant shall pay to the Landlord an agreed-to lowered amount of rental arrears in the sum of \$3,073.35.
4. The Tenant shall pay to the Landlord the agreed-to lowered amount set out in paragraph 3 above in accordance with the following schedule:
 - a. Payments of \$500.00 on or before the 28th day of each month starting February 28, 2026, and continuing each month until July 28, 2026; and
 - b. A final payment of \$73.35 on or before August 28, 2026.
5. If the Tenant does not vacate the rental unit on or before February 10, 2026, or fails to make any of the payments required by paragraph 4 of this order, the full outstanding balance of arrears owed to the Landlord by the Tenant in accordance with paragraph 2 of this order becomes immediately due and payable within 10 days following the breach and the Tenant will start to owe interest. This will be simple interest calculated from 10 days following the breach at 4.00% annually on the balance outstanding.

6. If the unit is not vacated on or before February 10, 2026, then starting February 11, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 February 11, 2026.
8. The Tenant shall also pay the Landlord compensation of \$51.08 per day for the use of the unit starting February 11, 2026 until the date the Tenant moves out of the unit.

February 26, 2026
Date Issued

Britney Sooknanan
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 August 11, 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 upon termination of the tenancy is on February 10, 2026

Rent Owing To February 10, 2026	\$7,522.50
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,695.00
Less the amount of the interest on the last month's rent deposit	- \$20.71
Less the amount owed in excess of rent for February 11, 2026 to February 28, 2026	-\$919.44
Total amount owing to the Landlord	\$5,073.35
Plus daily compensation owing for each day of occupation starting February 11, 2026	\$51.08 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	