



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

File Number: LTB-L-106645-25

In the matter of: 156 STRATHMERE CRT
SUDBURY ON P3E2J9

Between: Ravinder Jeet Singh Landlord

And

Katherine Marcantognini Tenant

Ravinder Jeet Singh (the 'Landlord') applied for an order to terminate the tenancy and evict Katherine Marcantognini (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 2, 2026, where the parties elected to participate in a Board facilitated mediation with the assistance of a Dispute Resolution Officer (DRO).

The Landlord and the Tenant participated in mediation. The parties agreed to resolve all matters raised in the application and requested an order on consent.

I am satisfied that the parties understand the terms and consequences of their consent, including waiving the right to a hearing for this application.

Agreed Facts:

1. As of the hearing date, the Tenant was still in possession of the rental unit.
2. The lawful rent is \$2,700.00. It is due on the 1st day of each month.
3. Based on the Monthly rent, the daily rent/compensation is \$88.77. This amount is calculated as follows: \$2,700.00 x 12 months, divided by 365 days.
4. The Tenant has not made any payments since the application was filed.
5. The rent arrears owing to March 31, 2026, are \$13,500.00. The Landlord agrees to waive the amount owing.

6. The Landlord collected a rent deposit of \$2,700.00 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.
7. Interest on the rent deposit, in the amount of \$58.10 is owing to the Tenant for the period from February 22, 2025, to March 2, 2026.
8. Starting April 1, 2026, the Tenant will pay to the Landlord 40% of the utility bills until the date the Tenant vacates the rental unit.
9. The parties agree to a final, non-voidable eviction order based on the parties' agreement to terminate the tenancy. 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 and the Tenant must move out of the rental unit on or before June 30, 2026.
2. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 July 1, 2026.
4. The Landlord waives \$13,500.00 which represents the outstanding rent arrears owing by the Tenant to March 31, 2026.
5. As of the hearing date, the amount of rent deposit and interest the Landlord owes on the rent deposit is \$2,758.10. However, the Landlord is entitled to deduct from that amount \$88.77 per day for the use of the unit starting April 1, 2026, until the date the Tenant moves out of the unit.
6. The Landlord and Tenant will pay to each other any money that is owing as a result of this order.
7. If the Tenant fails to pay the Landlord any money owing to the Landlord in accordance with paragraphs 5-6 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant earlier than the agreed upon June 30, 2026. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

March 4, 2026
Date Issued

Oluwatobi Abobarin
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 January 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.