



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-004944-26

In the matter of: 36 GLENVIEW CRT
ST THOMAS ON N5P4N9

Between: Spiegelhater Karin Landlord

And

Robert Crosset Tenant

Spiegelhater Karin (the 'Landlord') applied for an order to terminate the tenancy and evict Robert Crosset (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was mediated by videoconference on March 2, 2026. Paralegal, Louise Mercado, attend with the Landlord. The Tenant attended. The parties reached settlement and requested a consent order. I was satisfied the parties made informed decisions, understanding the terms and consequences.

General Information and agreed facts:

1. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month.
2. The current monthly rent is \$1,932.75. Per Diem: \$53.54
3. The parties agree to terminate the tenancy effective March 31, 2026 with enforcement provisions effective April 1, 2026.
4. The parties agree the Tenant owes rent arrears of \$5,783.75 for the period ending March 31, 2026 plus \$186.00 for the Landlord filing costs less \$1,932.75 for the Last Month's Rent deposit, totalling \$4,037.50.
5. If the Tenant voluntarily vacates the unit and leaves the unit in a state of "ordinary cleanliness", the Landlord will waive the total amount owing (\$4,037.50). If not, the

Tenant will owe the Landlord \$4,037.50 by March 31, 2026 with interest provisions commencing April 1, 2026.

6. The Tenant agrees, on or before March 31, 2026, to: (1) voluntarily move out of the unit (2) leave the unit in a reasonable condition (3) remove all the personal belongings, including the garbage and (4) return the unit keys to the Landlord. The parties will meet at the unit on March 31, 2026 to complete a joint inspection and return the unit keys.
7. If the Tenant has not vacated the unit by March 31, 2026, the Tenant will be required to pay \$63.54 per diem commencing April 1, 2026.

On consent, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated, effective March 31, 2026. The Tenant must move out of the rental unit on or before March 31, 2026.
2. If the unit is not vacated on or before March 31, 2026, then starting April 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 April 1, 2026.
4. The Tenant shall also pay the Landlord compensation of \$63.54 per day for the use of the unit starting April 1, 2026 to the date the Tenant moves out of the unit.
5. The parties agree the Tenant owes the Landlord \$4,037.50 comprised of rent arrears to March 31, 2026 (\$5,783.75) plus the Landlord's filing costs (\$186.00) less the Last Month's Rent deposit (\$1,932.75).
6. If the Tenant vacates the unit on or before March 31, 2026, the Landlord will waive \$4,037.50. If the Tenant does not vacate the unit on or before March 31, 2026, the Tenant will owe the Landlord \$4,037.50 by March 31, 2026.
7. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.

March 17, 2026
Date Issued

Shawn Hayman
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 October 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.