



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

File Number: LTB-L-102737-25

In the matter of: 205, 102 TRETHEWEY DR
YORK ON M6M4B7

Between: Sabjoy Inc. Landlord

And

Lindon King Tenant

Sabjoy Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Lindon King (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

The parties attended a hearing on February 9, 2026, by video conference, to which the parties elected to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer (DRO) Roxanne Theriault.

The Landlord's Legal Representative, Bryan Rubin and the Tenant were present.

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 that:

L1 Application – Non-Payment of Rent

1. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,749.92. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$57.53. This amount is calculated as follows: \$1,749.92 x 12, divided by 365 days.

5. The Tenant has paid \$5,099.36 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2026, are \$1,749.92.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

It is ordered on consent that:

L1 Application – Non-Payment of Rent

1. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
2. 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.

L2 Application – Persistent Late Payment of Rent

3. The tenancy continues on the following terms.
 - a. The Tenant shall pay the Landlord the rent for February 2026 on or before February 28, 2026.
 - b. The Tenant shall pay the Landlord the monthly rent due on or before the first day of the month for the period March 2026 to February 2027. .
4. If the Tenant fails to make any of the payments in paragraph 3 above, the Landlord may apply under section 78 of the Act, within 30 days of the breach and without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant.

March 12, 2026
Date Issued

Roxanne Theriault
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.