



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

File Number: LTB-L-088819-25

In the matter of: MAIN, 69 LITTLE STREET
WHEATLEY ON N0P2P0

Between: JOHN SUTA Landlord

And

KELLY A BONDY Tenants
KELLY GEE
DOUGLAS SCOTT

JOHN SUTA (the 'Landlord') applied for an order to terminate the tenancy and evict KELLY A BONDY, KELLY GEE and DOUGLAS SCOTT (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

The application was scheduled to be heard by video conference on March 5, 2026. Before the start of the hearing, the Landlord's Agent, Zahi Haifa and the Tenant, Kelly Bonday, on behalf of the Tenants, advised that the parties had reached an agreement. The Tenant met with Tenant Duty Counsel prior to the hearing.

The parties requested that Dispute Resolution Officer (DRO) Sarah Visnovec issue an order on consent to resolve all matters raised in the application.

Upon reviewing the terms of the consent with the parties, I was satisfied that the parties understood the terms and consequences of their consent.

Agreed Facts:

- a) The tenancy is terminated effective March 31, 2026, with enforcement provisions.
- b) The lawful rent is \$1,500.00. It is due on the 1st day of each month.
- c) Based on the Monthly rent, the daily rent/compensation is \$49.32. This amount is calculated as follows: \$1,500.00 x 12, divided by 365 days.
- d) The rent arrears owing to March 31, 2026, are \$8,680.00.
- e) The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

- f) The Landlord collected a rent deposit of \$1,500.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit will be applied to the arrears because the tenancy is terminated.
- g) Interest on the rent deposit, in the amount of \$34.35 is owing to the Tenants for the period from February 1, 2025 to March 5, 2026.
- h) Tenants agree to pay the Landlord \$1,500.00 on or before March 9, 2026.
- i) The Tenants agree to vacate on or before March 31, 2026. Upon vacating, the Tenant agrees to:
 - 1. Return all keys to the Landlord;
 - 2. Ensure the rental unit is vacant, empty, and left in a broom swept condition; and
 - 3. Ensure that no willful or intentional damage has been caused to the unit.
- j) If the Tenants comply with paragraphs h) and i) the Landlord agrees to waive all outstanding rental arrears owing to March 31, 2026.

On consent, it is ordered that:

- 1. The tenancy between the Landlord and the Tenants is terminated. **The Tenants must vacate the 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 Tenants shall pay to the Landlord **\$7,331.65**. This amount includes rent arrears owing up to March 31, 2026, (\$8,680.00) the cost of filing the application (\$186.00), minus the rent deposit (\$1,500.00) and interest owing on the rent deposit (\$35.35).
- 5. The Tenants shall pay to the Landlord the amount set out in paragraph 4 in accordance with the following schedule:
 - a) \$1,500.00 on or before March 9, 2026; and
 - b) \$5,831.65 on or before March 31, 2026
- 6. If the Tenants do not pay the Landlord the full amount owing on or before March 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.
- 7. The Tenants shall also pay the Landlord compensation of \$49.32 per day for the use of the unit starting April 1, 2026 until the date the Tenants move out of the unit.

8. **If** the Tenants vacate the unit on or before March 31, 2026, return all keys to the Landlord, ensure the rental unit is empty and left in a broom-swept condition without any willful or intentional damage, and pay \$1,500.00 toward rent arrears as required in paragraph 5(a), then the Landlord waives the remaining arrears (\$5,831.65) owed under paragraph 4 of this order.

March 13, 2026
Date Issued

Sarah Visnovec
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 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.