



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

File Number: LTB-L-108004-25

In the matter of: 5, 281 LORNE AVE
KITCHENER ON N2M3Y9

Between: HIEN (CINDY) NGUYEN Landlord

And

HANNA DYE Tenant

HIEN (CINDY) NGUYEN (the 'Landlord') applied to the Landlord and Tenant Board ('LTB') for an order to terminate the tenancy and evict HANNA DYE (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was scheduled to be heard by videoconference on March 17, 2026. The Landlord and the Tenant attended the hearing and were self-represented.

The parties elected to participate in LTB facilitated mediation with the assistance of Joanne Lolato, a Dispute Resolution Officer and Hearing Officer, with the Landlord and Tenant Board.

The parties agreed to resolve all the issues in the application and further agreed to the LTB issuing an Order on consent confirming their agreement. I, as Dispute Resolution Officer and Hearing Officer, am satisfied that the parties understood the terms of their consent as set out in the Order below.

The parties agreed that:

- a. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice).
- b. As of the hearing date, the Tenant was still in possession of the rental unit.
- c. The parties requested a final, non-voidable termination of this tenancy based on their agreement to terminate the tenancy effective March 31, 2026. As a consequence, the Tenant does not have the option to void the eviction order under subsections 74(4) or 74(11) of the *Residential Tenancies Act, 2006* (the 'Act') by paying the outstanding rent arrears.
- d. The lawful rent is \$1,537.50. It is due on the 1st day of each month.
- e. Based on the Monthly rent, the daily rent/compensation is \$50.55. This amount is calculated as follows: \$1,537.50 x 12 months, divided by 365 days.
- f. The Tenant has not made any payments since the application was filed.

- g. The rent arrears owing to March 31, 2026, are \$7,687.50.
- h. The Tenant shall pay the Landlord incurred costs of \$186.00 for filing the application.
- i. The Landlord collected a rent deposit of \$1,537.50 from the Tenant and this deposit is still being held by the Landlord.
- j. The rent deposit shall be applied to March 2026, the last rental period of the tenancy.
- k. Interest on the rent deposit, in the amount of \$23.63 is owing to the Tenant for the period from June 1, 2025 to February 28, 2026.
- l. As the parties have agreed to terminate the tenancy effective March 31, 2026, the amount owing has been calculated to March 31, 2026. The amount owing is, \$6,312.37, This amount includes arrears of rent owing to March 31, 2026 of \$7,687.50, plus the \$186.00 filing fee, less the last month rent deposit of \$1,537.50 and interest owing on the deposit to February 28, 2026, of \$23.63.
- m. The Tenant agrees to provide the Landlord with her new address to serve documents if needed.

It is ordered on consent that:

- 1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must vacate 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. If the unit is not vacant on or before March 31, 2026, then the Tenant shall pay the Landlord compensation of \$50.55 per day for the use of the unit starting April 1, 2026 until the date the Tenant moves out of the unit.
- 5. The Tenant shall pay to the Landlord \$6,312.37. This amount represents arrears owing to March 31, 2026, plus the filing fee, less the last month rent deposit and interest owing on the deposit.
- 6. The Tenant shall pay to the Landlord the amount set out in paragraph 5 in accordance with the following schedule:

Date of Payment	Payment Amount
March 20, 2026	\$541.50
April 3, 2026	\$541.50

May 1, 2026	\$541.50
June 1, 2026	\$1,041.50
June 12, 2026	\$541.50
July 1, 2026	\$541.50
August 1, 2026	\$1,041.50
August 21, 2026	\$541.50
September 1, 2026	\$980.37

7. If the Tenant does not pay the Landlord the full amount owing in accordance with paragraph 6 of this order, then on the day following the date of default, the full balance owing under paragraph 5 of this order shall become payable and the monies owing shall bear interest at 4% per year until the balance has been paid in full.

March 24, 2026
Date Issued

 Joanne Lolato
 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.