



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-094938-25

In the matter of: 37 SKELTON CRES
AJAX ON L1Z0S2

Between: 9023119 Canada Inc

Landlord

And

Donald Kellar
Karen Kellar

Tenants

9023119 Canada Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Donald Kellar and Karen Kellar (the 'Tenant') because

- the Tenant did not pay the rent that the Tenant owes.
- the Tenants, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant

The application was scheduled to be heard on March 10, 2026, by video conference, at which time the parties decided to participate in LTB facilitated mediation with the assistance of Dispute Resolution Officer/Hearings Officer, Maryam Cooper.

The Landlord's Legal representative, Vijayant Sood, the Landlord and the Tenant Karen Kellar were present. Karen Kellar represented on behalf of all Tenants. The parties reached consent prior to the mediation and mutually agreed to resolve all matters at issue in the application and requested an order on consent.

I am satisfied that the parties understood the terms and consequences of their consent.

It is agreed that:

1. The parties reached consent on termination date of June 30, 2026, at the latest subjected to conditions listed in this order.
2. The Landlord served the Tenants 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.
3. As of the hearing date, the Tenants were still in possession of the rental unit.

4. The lawful rent is \$2,390.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$78.58. This amount is calculated as follows: \$2,390.00 x 12, divided by 365 days.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The rent arrears owing to March 31, 2026, are \$11,330.00.
8. The total rent arrears and costs owing to March 31, 2026, are \$11,516.00
9. The Landlord collected a rent deposit of \$1,900.00 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.
10. Interest on the rent deposit, in the amount of \$358.94 is owing to the Tenant for the period from October 7, 2015, to March 10, 2026.
11. The Landlord also filed L2 application for outstanding utilities, however The Tenants were not served with Notice N5. The Tenants agreed to pay to the Landlord \$972.73 for outstanding utilities. The parties understood this is not enforceable and the Landlord may serve the proper notice and file an application to obtain an order.
12. The parties agreed that the lawful rent from April 1, 2026, to May 1, 2026, and the payment plans towards the rent arrears during the Tenancy is subjected to Section 78 of RTA, and the Payment plan after June 30, 2026 is subjected to the 4% simple interest debt clause.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated on June 30, 2026, at the latest, 2026.
2. The Tenants must move out on or before June 30, 2026.
3. 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.
4. 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.
5. The Tenants shall pay to the Landlord \$11,157.06. This amount includes rent arrears owing up to March 31, 2026, and the cost of filing the application, minus \$358.94 interest on the last month's rent deposit.
6. The Tenants shall pay to the Landlord the amount in paragraph 5 of this order in accordance with the following schedule
 - a) \$2,390.00 on or before March 10, 2026, subjected to Section 78 of RTA
 - b) \$500.00 on or before March 31, 2026, subjected to Section 78 of RTA
 - c) \$500.00 on or before April 14, 2026, subjected to Section 78 of RTA

- d) \$500.00 on or before April 28, 2026, subjected to Section 78 of RTA
 - e) \$500.00 on or before May 12, 2026, subjected to Section 78 of RTA
 - f) \$500.00 on or before May 26, 2026, subjected to Section 78 of RTA
 - g) \$500.00 on or before June 9, 2026, subjected to Section 78 of RTA
 - h) \$500.00 on or before June 23, 2026, subjected to Section 78 of RTA
 - i) \$500.00 on or before July 7, 2026, and the Tenants shall continue with this payment schedule on a bi-weekly basis after they move out, until the rent arrears are paid in full.
7. The last month's rent shall be applied to the last month of Tenancy, in June at the latest.
8. The Tenants shall also pay the Landlord compensation of \$78.58 per day for the use of the unit starting July 1, 2026, until the date the Tenants move out of the unit.

Conditions

7. The Tenants shall pay to the Landlord \$11,157.06. This amount represents rent arrears owing to March 31, 2026, and \$186.00 for the application filing fee.
8. The Tenants shall pay to the Landlord the amount set out in paragraph 7 in accordance with the following schedule:
- a) \$2,390.00 on or before March 10, 2026, subjected to Section 78 of RTA
 - b) \$500.00 on or before March 31, 2026, subjected to Section 78 of RTA
 - c) \$500.00 on or before April 14, 2026, subjected to Section 78 of RTA
 - d) \$500.00 on or before April 28, 2026, subjected to Section 78 of RTA
 - e) \$500.00 on or before May 12, 2026, subjected to Section 78 of RTA
 - f) \$500.00 on or before May 26, 2026, subjected to Section 78 of RTA
 - g) \$500.00 on or before June 9, 2026, subjected to Section 78 of RTA
 - h) \$500.00 on or before June 23, 2026, subjected to Section 78 of RTA
 - i) \$500.00 on or before July 7, 2026, and the Tenants shall continue with this payment schedule on a bi-weekly basis after they move out, until the rent arrears are paid in full.
9. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period April 1, 2026, to May 1, 2026, or until the arrears are paid in full, whichever date is earliest.
10. The last month's rent deposit shall be applied to the last month of Tenancy in June 2026.
11. If the Tenants fail to make any one of the payments in accordance with paragraphs 8 (from 8.a,8.b,8.c,8.d,8.e,8.f,8.g, 8.h) or 9 of this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenants to the Landlord pursuant to paragraph 7 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after March 31, 2026.

12. If the Tenants do not pay the Landlord, the full amount owing in accordance with paragraph 8.i of this order, The full balance in paragraph 7 of this order become due and owing to the Landlord on the day following the breach of payment. the Tenants will start to owe interest. This will be simple interest calculated from the day following the breach of payment, at 4.00% annually on the balance outstanding.

March 26, 2026
Date Issued

Maryam Cooper
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 December 31, 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.

