



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-002909-26

In the matter of: Main and Upper Level, 148 Grenbeck Dr
Toronto ON M1V2H6

Between: Henry Ying Hang Szeto Landlord

And

Christine Andrea Thomas Tenants
Willard Michael Thomas

Henry Ying Hang Szeto (the 'Landlord') applied for an order to terminate the tenancy and evict Christine Andrea Thomas and Willard Michael Thomas (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 24, 2026.

The Landlord, the Landlord's Representative, Jie Situ, and the Tenants attended the hearing.

The parties before the LTB consented to the following order:

The parties agreed:

1. The Landlord served the Tenants with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The monthly rent is \$1,700.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$55.89. This amount is calculated as follows: \$1,700.00 x 12, divided by 365 days.
5. The rent arrears owing to March 31, 2026, are \$32,900.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. Therefore, the total amount the Tenants owe to March 31, 2026, is \$33,086.00
8. The Landlord agrees to deduct \$5,000.00 from the amount owing as long as the Tenants make all arrears payments in accordance with the payment schedule detailed below. If

the Tenants fail to make any one payment, then the full balance of \$33,086.00 owing shall become due and payable.

9. The parties agree that if the Tenants vacate the rental unit on or before June 30, 2026, and return all keys to the Landlord on or before June 30, 2026, then the Landlord shall waive the rent owing for April 2026, May 2026, and June 2026.
10. If the Tenants do not vacate on or before June 30, 2026, then the Tenants shall pay to the Landlord \$5,100.00 being the rent for April 2026, May 2026, and June 2026.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit and return all keys to the Landlord on or before June 30, 2026.
2. 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.
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 July 1, 2026.
4. If the unit is not vacated on or before June 30, 2026, the Tenants shall pay the Landlord compensation of \$55.89 per day for the use of the unit starting July 1, 2026, until the date the Tenants move out of the unit.
5. Only if the unit is not vacated on or before June 30, 2026, then the Tenants shall pay the Landlord \$5,100.00 on or before July 1, 2026, representing the rent due for April 2026, May 2026, and June 2026. If the Tenants vacate the rental unit on or before June 30, 2026, then the Tenants do not owe any additional rent amounts for April 2026, May 2026, and June 2026.
6. The Tenants shall pay to the Landlord \$33,086.00 for arrears of rent up to March 31, 2026, inclusive of costs. However, as long as the Tenants make all payments in accordance with paragraph 7 below the Tenants shall only pay \$28,086.00, inclusive of costs.
7. The Tenants shall pay to the Landlord the amount set out in paragraph 6 in accordance with the following schedule:

Payment Date	Payment Amount
April 10, 2026	\$1,000.00
May 10, 2026	\$1,000.00
June 10, 2026	\$1,000.00
July 10, 2026	\$1,000.00
August 10, 2026	\$1,000.00
September 10, 2026	\$1,000.00
October 10, 2026	\$1,000.00
November 10, 2026	\$1,000.00
December 10, 2026	\$1,000.00

January 10, 2027	\$1,000.00
February 10, 2027	\$1,000.00
March 10, 2027	\$1,000.00
April 10, 2027	\$1,000.00
May 10, 2027	\$1,000.00
June 10, 2027	\$1,000.00
July 10, 2027	\$1,000.00
August 10, 2027	\$1,000.00
September 10, 2027	\$1,000.00
October 10, 2027	\$1,000.00
November 10, 2027	\$1,000.00
December 10, 2027	\$1,000.00
January 10, 2028	\$1,000.00
February 10, 2028	\$1,000.00
March 10, 2028	\$1,000.00
April 10, 2028	\$1,000.00
May 10, 2028	\$1,000.00
June 10, 2028	\$1,000.00
July 10, 2028	\$1,086.00

8. If the Tenants fail to make any one of the payments in accordance with this order, the full amount of \$33,086.00 becomes due and owing and the outstanding balance pursuant to paragraph 4 of this order shall become immediately due and owing.
9. If the Tenants fail to make any one of the payments in accordance with this order, the Tenants will start to owe interest. This will be simple interest calculated from the date of the first missed payment, at 4.00% annually on the outstanding balance.

March 27, 2026
Date Issued

 Nicole Pedron
 Member, 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 January 1, 2027 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.