



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

File Number: LTB-L-108826-25

In the matter of: Unit 9, 436 Wilson Avenue
Toronto ON M3H1T6

Between: 2323613 Ontario Ltd. Landlord

And

Gary Herd Tenant

2323613 Ontario Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Gary Herd (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 9, 2026. The Landlord's legal representative, Stanley Fienberg, the Landlord's Agent, Veronica Douse and the Tenant attended the hearing and elected to participate in Board facilitated mediation with the assistance of a Dispute Resolution Officer.

As a result of the mediation the parties requested an order on consent, and I am satisfied that the parties understand the consequences of their consent.

Agreed Facts:

1. As of the hearing date, the Tenant was still in possession of the rental unit.
2. The lawful rent is \$1,700.00. It is due on the 1st day of each month.
3. 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.
4. The rent arrears owing to March 31, 2026 are \$20,500.00.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. There is no last month's rent deposit.
7. The Landlord agrees to waive 50% of the rent arrears owing to March 31, 2026 bringing the new balance owed by the Tenant to the sum of \$10,436.00 (inclusive of the \$186.00 application filing fee).

8. The parties agree that the Tenant receives a \$850.00 payment via cheque from the government of Ontario each month, which is used toward payment of monthly rent. The Tenant therefore pays the remainder of rent per month in the sum of \$850.00 out-of-pocket.
9. The parties agree that the Tenant will hold onto the out-of-pocket monthly rent in the sum of \$850.00 for April 2026, May 2026 and June 2026 to be paid by way of a post termination date payment plan to commence July 1, 2026.
10. The parties also agree that the Tenant will continue to send to the Landlord the monthly payments via cheque referred to in paragraph 8 above for the months April 2026, May 2026 and June 2026.
11. The parties agree that should the government monthly cheques continue to be sent to the Landlord by the Tenant each month for April 2026, May 2026 and June 2026, the Tenant shall pay to the Landlord the amount set out in paragraph 7 above plus the deferred monthly rental payments referred to in paragraph 9 above in accordance with the payment plans set out in this order below.
12. Parties agreed to a final, non-voidable eviction order based on the parties' agreement to terminate the tenancy. Therefore, the Tenant does not have the option to void the order by paying the arrears and costs.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated and the Tenant must move out of the rental unit on or before June 30, 2026.
2. The Tenant shall pay to the Landlord \$12,986.00, which represents the rent arrears owing to March 31, 2026 minus the amount the Landlord agreed to waive, plus the \$186.00 application filing fee.
3. The Tenant shall pay the Landlord the amount set out in paragraph 2 in accordance with the following schedule:

Amount	Date Payment Due
\$850.00	October 1, 2026
\$850.00	November 1, 2026
\$850.00	December 1, 2026
\$850.00	January 1, 2027
\$850.00	February 1, 2027
\$850.00	March 1, 2027

\$850.00	April 1, 2027
\$850.00	May 1, 2027
\$850.00	June 1, 2027
\$850.00	July 1, 2027
\$850.00	August 1, 2027
\$850.00	September 1, 2027
\$236.00	October 1, 2027

4. If the Tenant fails to make any of the payments required by paragraph 3 of this order, the entire amount owing in paragraph 2 of this order shall become immediately due and owing and the Tenant will start to owe interest. This will be simple interest calculated from the day following the breach at 4.00% annually on the balance outstanding.
5. The Tenant shall also pay the Landlord compensation of \$55.89 per day for the use of the unit starting April 1, 2026, until the date the Tenant moves out of the unit. The parties agree that the Tenant intends to remain in the rental unit until June 30, 2026, and the parties have agreed that the Tenant shall pay daily compensation owed for April 2026 to June 2026 in accordance with the following schedule:

Amount	Date Payment Due
\$850.00	April 1, 2026
\$850.00	May 1, 2026
\$850.00	June 1, 2026
\$850.00	July 1, 2026
\$850.00	August 1, 2026
\$850.00	September 1, 2026

6. If the Tenant fails to make any of the payments required by paragraph 5 of this order, the entire amount of daily compensation owing at the time of the breach shall become immediately due and owing, and the Tenant will start to owe interest. This will be simple interest calculated from the day following the breach at 4.00% annually on the balance outstanding.

7. 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.
8. 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.

April 1, 2026
Date Issued

Britney Sooknanan
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 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.