



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-027997-25

In the matter of: 3401, 10 San Romanoway
Toronto ON M3N2Y2

Between: RPMS Property Management Services Inc.

Landlord

and

Sashera Shand

Tenant

RPMS Property Management Services Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Sashera Shand (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was mediated by videoconference on July 8, 2025. Landlord Representative Nidhi Sharma, Paralegal and the Tenant were in attendance. The parties agreed to participate in LTB-facilitated mediation with the assistance of a Dispute Resolution Officer.

In mediation, the parties reached a settlement resolving all issues in the Landlord's application and agreed to a Consent Order. I was satisfied that the parties understood the terms of their consent as set out in the order below. Specifically, I was satisfied that the Tenant understood the consequences of agreeing to make installment payments, failing which the Landlord may seek an eviction Order.

Agreed Facts:

1. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the full 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 Tenant was still in possession of the rental unit.
3. The lawful monthly rent is \$1,284.33 effective January 1, 2025. Rent becomes due on the 1st day of each month.
4. The rent arrears owing to July 31, 2025, are **\$6,307.65**, including the \$186.00 filing fee.
5. The Tenant will pay the Landlord the paragraph 4 amount in monthly installments as follows: **\$1,284.33** by July 20, 2025, **\$500.00** on August 20, 2025, and continuing on the 20th day of each month up to and including **\$523.32**, the remainder on May 20, 2026.
6. In addition to the paragraph 5 amounts, the Tenant will pay the **full monthly rent** that becomes due on the 1st day of each month from August 2025, and continue monthly during the payment term.

7. Section 78 of the RTA will apply if the Tenant fails to comply with the payment terms of paragraphs 5 or 6.

On consent of the parties, it is ordered that:

- [1] The tenancy shall continue on the condition that the Tenant make payments to the Landlord totaling **\$6,307.65**, for rent arrears and the filing fee as follows:
- a) **\$1,284.00** on July 20, 2025;
 - b) **\$500.00** on August 20, 2025, and continuing on the **20th day of each month** up to and including April 2026;
 - c) **\$523.32** on May 20, 2026, for the remainder
- [2] In addition to paragraph [1], the Tenant shall also pay to the Landlord in full, the new monthly rent that becomes due on the **1st day of each month from August 2025**, and continuing monthly for the duration of the repayment period or until the arrears are paid in full, whichever date is earliest.
- [3] If the Tenant fail to make any of the payments under paragraphs [1] or [2] of this Order by the dates required, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord under paragraph [1] of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach according to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing.
- [4] Based on the consent of the parties, the Landlord's application before the LTB is resolved.

July 24, 2025
DATE Issued

**C. M. Landon, Hearing 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