



**Amended Order
Order under Section 69
Residential Tenancies Act, 2006
And Section 21.1 of the Statutory Powers Procedure Act**

File Number: LTB-L-003968-25-AM

In the matter of: 3, 3003 LAKE SHORE BLVD W
ETOBICOKE ON M8V1K2

Between: ~~Rosen~~ **Ronsen** Corporation Landlord

And

Jason Basdeo Tenant

This amended order is issued to correct the Landlord's name in the order issued on March 6, 2025. Any deletions are struck out and any additions are bolded and underlined.

~~Rosen~~ **Ronsen** Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Jason Basdeo (the 'Tenant') because the Tenant has been persistently late in paying the Tenant's rent.

The application was heard by videoconference on February 24, 2025. The Landlord's agent, Amanda Brown, the Landlord's legal representative, Jackie Struthers and the Tenant attended the hearing. The Tenant met with Duty Counsel prior to the hearing.

At the hearing, the parties engaged in mediation. As a result of the resolution discussion, the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the terms and consequences of their consent.

Agreed Facts:

1. As of the hearing date, the Tenant was still in possession of the rental unit.
2. The monthly lawful rent is \$1,313.28. It is due on the 1st day of each month.
3. Based on the Monthly rent, the daily compensation is \$43.18. This amount is calculated as follows: \$1,313.28 x 12 months, divided by 365 days.
4. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
5. The Landlord waives the application filing fee (\$186.00).

6. The Landlord collected a rent deposit in the amount of \$1,250.00 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.
7. Interest on the rent deposit in the amount of \$133.85 is owing to the Tenant for the period from June 1, 2019 to June 30, 2025. The amount of \$63.28 has been used to increase the amount of the rent deposit held by the Landlord so that is equal to the current lawful rent. This deposit will be applied to the rent for the period from July 1, 2025 to July 31, 2025 which is the last month of the rental period. The Landlord shall pay to the Tenant the remaining balance of interest on the rent deposit (\$70.57) on or before July 31, 2025.
8. The Tenant shall pay to the Landlord the lawful monthly rent on time and in full, as it comes due and owing on the 1st day of each month, for the period starting March 1, 2025 to up and inclusive June 1, 2025.
9. The Landlord shall pay to the Tenant the amount of \$10,000.00 in exchange of the Tenant terminating the tenancy and vacating the rental unit on or before July 31, 2025.
10. The Landlord shall make the payment to the Tenant in accordance with paragraph 9 above upon the Tenant returning the key and receiving vacating possession of the rental unit.
11. If the Tenant fails to pay the rent for the period March 1, 2025 to up and inclusive June 1, 2025 the Landlord will deduct any arrears of rent from the amount of \$10,000.00 the Landlord shall pay to the Tenant in exchange of terminating the tenancy.
12. If the Tenant finds accommodations earlier than July 31, 2025 the tenancy might terminate earlier under the condition that the Tenant provides the Landlord with at least 30 days notice of terminating the tenancy.
13. If the tenancy terminates earlier than July 31, 2025 the last month rent deposit shall apply to the last month of the rental period and the Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

On consent it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated on July 31, 2025. The Tenant must vacate the rental unit on or before July 31, 2025.
2. If the unit is not vacated on or before July 31, 2025, then starting August 1, 2025, 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 August 1, 2025.
4. The Landlord shall apply the last month rent deposit for the period from July 1, 2025 to July 31, 2025 which is the last rental period of the tenancy.

5. The Tenant shall pay to the Landlord compensation of \$43.18 per day for the use of the unit starting August 1, 2025 until the date the Tenant moves out of the unit.

Additional Conditions

6. The Tenant shall pay to the Landlord the lawful monthly rent on or before the 1st day of each month for period from March 1, 2025 to up and inclusive June 1, 2025.
7. If the Tenant fails to comply with the conditions set out in paragraph 6 above, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
8. This order resolves all matters between the parties relating to the tenancy to the hearing date, February 24, 2025.

March 6, 2025
Date Issued

April 16, 2026
Date Amended

Floredana Ungureanu
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 February 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.