



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

File Number: LTB-L-009940-26

In the matter of: Unit #4, 1300 CALIFORNIA AVE
WINDSOR ON N9B3A1

Between: Tony Signorelli Landlord

And

Aujenais Carter Tenant

Tony Signorelli (the 'Landlord') applied for an order to terminate the tenancy and evict Aujenais Carter (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was scheduled to be heard by videoconference on April 8, 2026. On that date the parties agreed to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer (DRO) Rachael Kukoyi.

The Landlord, Tony Signorelli, the Landlord Support, Amir Mousavi, and the Tenant, Aujenais Carter, participated in the mediation.

As a result of the mediation, the parties requested an order on consent and I am satisfied that the parties understand the terms and consequences of their consent, including waiving their right to a hearing on this application.

The Parties Agreed That:

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: $\$1,700.00 \times 12$, divided by 365 days.
4. The Tenant has paid \$1,800.00 to the Landlord since the application was filed.
5. The rent arrears owing to April 30, 2026, are \$6,100.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

7. The Landlord collected a rent deposit of \$1,700.00 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.
8. Interest on the rent deposit, in the amount of \$58.05 is owing to the Tenant for the period from November 1, 2024, to April 8, 2026.

It is ordered on consent 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 May 31, 2026.
2. If the unit is not vacated on or before May 31, 2026, then starting June 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 June 1, 2026.
4. The Tenant shall pay to the Landlord \$4,527.95. This amount includes rent arrears owing up to April 30, 2026, and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
5. The Tenant shall also pay the Landlord compensation of \$55.89 per day for the use of the unit starting May 1, 2026, until the date the Tenant moves out of the unit.

Additional Terms:

6. The Tenant shall pay the \$4,527.95 in paragraph 4 in accordance with the following schedule:
 - a. \$500 on or before May 1, 2026;
 - b. \$500 a month on or the before the 1st of each month, beginning June 1, 2026, up to and including December 1, 2026; and
 - c. \$527.95 on or before January 1, 2027.
7. If the Tenant fails to make payment in accordance with paragraph 6(a) of this order, then the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to 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' breach pursuant 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 of rent, NSF fees and related charges that became owing after April 30, 2026. This may result in the Board issuing an order that terminates the tenancy before May 31, 2026.

8. If the Tenant does not make any payment in accordance with paragraphs 6 (b) or (c) of this order, the full amount owing under paragraph 6 of this order will immediately become due and owing to the Landlord and the Tenant will start to owe interest. This will be simple interest calculated from the date of breach at 4.00% annually on the balance outstanding.

April 17, 2026
Date Issued

Rachael Kukoyi
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 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing to April 30, 2026	\$6,1000
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,700.00
Less the amount of the interest on the last month's rent deposit	- \$58.05
Total amount owing to the Landlord	\$4,527.95
Plus daily compensation owing for each day of occupation starting April 9, 2026	\$55.89 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	