



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-011106-26

In the matter of: Main, 671 SCARLETT RD
TORONTO ON M9P 2T2

Between: DANIELE MARCANTONIO

Landlord

And

VERJOANNA (GEORGIA) MITCHELL
VERNON MITCHELL

Tenant

DANIELE MARCANTONIO (the 'Landlord') applied for an order to terminate the tenancy and evict VERJOANNA (GEORGIA) MITCHELL and VERNON MITCHELL (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 14, 2026.

The Landlord, Daniele Marcantonio, the Landlord's Representative, Kathleen Lovett and the Tenant, Verjoanna (Georgia) Mitchell attended the hearing. The Tenant present confirmed she had the authority to consent on behalf of the Tenant, Vernon Mitchell who was not present at the hearing. The parties agreed to participate 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 the parties understood the terms and consequences of their consent

Agreed Facts:

1. The parties agreed to a final termination of tenancy for June 15, 2026.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$3,485.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$114.58. This amount is calculated as follows: \$3,485.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to April 30, 2026, are \$20,895.00.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$3,400.00 from the Tenant and this deposit is still being held by the Landlord. The parties agreed the rent deposit will be applied to the period of May 16, 2026, to June 15, 2026.
9. The parties agreed any Interest on the rent deposit, is waived.
10. The parties agreed, the daily compensation rate will be applied the period May 1, 2026, to May 15, 2026 ($\$114.58 \times 15 = \$1,718.70$) and will be paid to the Landlord by June 15, 2026.
11. The parties agreed the Tenant will be subject to a payment plan for 3 payments, April 20, 2026, \$800.00, April 30, 2026, \$800.00 and May 20, 2026, \$800.00 for a total of \$2,400.00) all subject to the section 78 enforcement clause of the Act. A failed payment could result in a termination of tenancy prior to June 15, 2026.
12. Total arrears and costs \$21,081.00 less \$2,400.00 payments in April and May 2026, plus 15 days of daily compensation for use of the rental unit from May 1, 2026, to May 15, 2026, $\$1,718.70 = \$20,399.70$ to be paid to the Landlord by June 15, 2026.

On consent it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated on June 15, 2026.
2. If the unit is not vacated on or before June 15, 2026, then starting June 16, 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 16, 2026.
4. The rent arrears to April 30, 2026, including the Landlord's filing fee is \$21,081.00.
5. The Tenant shall pay the amount owing in paragraph 4 in accordance with the following schedules:
 - a) On or before April 20, 2026, \$800.00.
 - b) On or before April 30, 2026, \$800.00.
 - c) On or before May 20, 2026, \$800.00.
6. If the Tenant fails to make any one of the payments in accordance with paragraph 5 of this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 4 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 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, NSF fees and related charges that became owing after April 30, 2026. A breach of these payments could result in an earlier termination than June 15, 2026.

7. The Tenant shall also pay the Landlord the remaining arrears and costs and compensation for use of the rental unit from May 1, 2026, to May 15, 2026, in the amount of \$20,399.70 on or before June 15, 2026.
8. If the Tenant does not pay the Landlord the remaining amount owing from paragraph 7 of this order on or before June 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 16, 2026, at 4.00% annually on the balance outstanding.
9. If the unit is not vacated on or before June 15, 2026, then starting June 16, 2026, the Tenant shall also pay the Landlord compensation of \$114.58 per day for the use of the unit starting June 16, 2026, until the date the Tenant moves out of the unit.
10. The last month's rent deposit shall be applied to the period of May 16, 2026, to June 15, 2026.
11. This resolution resolves all issues in the tenancy to the date of April 14, 2026.

April 22, 2026
Date Issued

Tanya Speedie
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 16, 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.