



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

File Number: LTB-L-010154-26

In the matter of: 356 CUMBERLAND AVE
HAMILTON ON L8M2A2

Between: Todd Anderson Landlord

And

Crystal Lynn Maloney Tenant

Todd Anderson (the 'Landlord') applied for an order to terminate the tenancy and evict Crystal Lynn Maloney (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The parties attended a hearing by video conference on April 9, 2026. The Landlord's Legal Representative, Kimberly Holleran, was present accompanied the Tenant.

The parties reached a consent agreement and requested that Dispute Resolution Officer (DRO) Felicia Puscalau assist in finalizing the terms and issuing an Order on consent to resolve all matters raised in the application. After reviewing the terms of the agreement with the parties, I am satisfied that they fully understand the agreement and the consequences of providing their consent.

The parties agreed to the following:

1. The tenancy between the Landlord and the Tenant is terminated and Tenant will be moving out on or before May 31, 2026.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
 1. The lawful rent is \$2,500.00. It is due on the 1st day of each month.
 2. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 x 12, divided by 365 days.
3. The Tenant has not made any payments since the application was filed.
4. The Landlord collected a last month's rent deposit from the Tenant, which is still being held by the Landlord. This deposit will be applied to the rent for May 2026, the final rental period of the tenancy.

5. The rent arrears owing to April 30, 2026, including the application filing fee and after deducting the interest accrued on the last month's rent deposit are \$10,206.00.
6. The parties agreed to a final, non-voidable termination of this tenancy as of May 31, 2026. As such, the Tenant does not have the option to void the eviction order by paying the outstanding rent arrears.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. 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 **\$10,206.00** on or before **May 31, 2026**.
5. If the Tenant does not pay the Landlord the full amount owing on or before May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026, at 4.00% annually on the balance outstanding.
6. If the Tenant doesn't move out on or before May 31, 2026, the Tenant shall also pay the Landlord compensation of \$82.19 per day for the use of the unit starting June 1, 2026, until the date the Tenant moves out of the unit.
7. This order constitutes a full and final settlement of all matters arising from the tenancy.

April 21, 2026
Date Issued

Felicia Puscalau
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.