



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-015641-26

In the matter of: 201, 2382 KINGSTON RD
SCARBOROUGH ON M1N0C5

Between: Cliffside Village Apartments LP Landlord

And

Tianna Panchan Tenant

Cliffside Village Apartments LP (the 'Landlord') applied for an order to terminate the tenancy and evict Tianna Panchan (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Prior to the hearing date, on April 15, 2026, the parties engaged in settlement discussions using the Tribunals Ontario Online Dispute Resolution tool with the assistance of Dispute Resolution Officer/Hearings Officer, Michelle Forrester.

The Tenant's Legal Representative, Robin Panchan, and the Landlord were present.

As a result of the mediation the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent and I am satisfied that the parties understand the consequences of their consent.

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 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 rent is \$1,716.72. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$56.44. This amount is calculated as follows: \$1,716.72 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 \$5,150.16.
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 \$1,716.72 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.
9. Interest on the rent deposit, in the amount of \$11.65 is owing to the Tenant for the period from January 1, 2026 to April 28, 2026.
10. The parties have mutually agreed to a nonvoidable order with an eviction date of June 15, 2026.
11. The Landlord shall provide the Tenant with a positive written reference letter on or before April 30, 2026.

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 June 15, 2026.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
3. As of the date of the hearing, the Tenant owes the Landlord \$3,471.39. See Schedule 1 for the calculation of the amount owing.
4. The Landlord shall apply the rent deposit in the amount of \$1,716.72 to May 2026 rent.
5. The Tenant shall pay to the Landlord \$1,716.72 on or before May 1, 2026.
6. If the Tenant pays the amount in paragraph 5 above, the amount in paragraph 3 shall be reduced to \$1,754.67.
7. **If the Tenant fail to make the payment 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 3 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.
8. The Tenant shall pay to the Landlord the per diem rent from June 1, 2026 to June 15, 2026 in the amount of \$846.60.
9. The Tenant shall also pay the Landlord compensation of \$56.44 per day for the use of the unit starting April 29, 2026 to the date the Tenant moves out of the unit.

10. If the Tenant does not pay the Landlord the full amount owing 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.
11. 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.
12. 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.

April 27, 2026
Date Issued

Michelle Forrester
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 of the Tenant 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.

Schedule 1
SUMMARY OF CALCULATIONS

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

Rent Owing To April 28, 2026	\$5,013.76
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	-\$1,716.72
Less the amount of the interest on the last month's rent deposit	-\$11.65
Total amount owing to the Landlord	\$3,471.39
Plus daily compensation owing for each day of occupation starting April 29, 2026	\$56.44 (per day)