



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

File Number: LTB-L-013829-26

In the matter of: MAIN FLOOR, 125 LAUGHTON AVE
TORONTO ON M6N2X3

Between: KENNETH STERN
JOANNA STERN
Landlords

And

ROBERT WILLIAM KEARSEY
Tenant

KENNETH STERN and JOANNA STERN (the 'Landlords') applied for an order to terminate the tenancy and evict ROBERT WILLIAM KEARSEY (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 22, 2026.

The Landlords' Representative, Naseer Ahmed, and the Tenant resolved their matter directly and without mediation services and agreed to an Order on Consent in full and final satisfaction of the application, and in so doing, understand that their legal rights to a hearing on the merits of the matter have been waived.

I was satisfied that the terms of this agreement are consistent with the *Residential Tenancies Act, 2006*.

I was satisfied that the parties have provided their informed, independent, and voluntary consent.

The parties before the LTB consented to the following order:

It is agreed that:

1. The Landlords 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 \$2,100.00. It is due on the 1st day of each month.

4. Based on the monthly rent, the daily rent/compensation is \$69.04. This amount is calculated as follows: \$2,100.00 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 \$11,600.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$2,100.00 from the Tenant and this deposit is still being held by the Landlords. 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 \$69.78 is owing to the Tenant for the period from December 1, 2024 to April 22, 2026.
10. The Tenant will leave the rental unit in a clean and broom swept condition upon move out.
11. The Landlords will conduct a final inspection of the rental unit, upon lawful notice, before May 8, 2026.
12. In anticipation of receiving/applying the \$3,100.00 rent arrears waiver offered by the Landlords for moving out of the rental unit by no later than May 31, 2026, as set out in paragraph 5 of the order below, and, if the Tenant remains in the unit until May 31, 2026, the Tenant will owe the Landlords \$8,627.66 for the net rent arrears owing and the daily rent/compensation calculated up to May 31, 2026; and so, the Tenant intends to pay the Landlords this amount owing as follows: \$900.00 per month, for 9 consecutive months, by the 15th day of each month, from May 15, 2026 to January 15, 2027 and the remaining balance of \$527.66 by no later than February 15, 2027.

It is ordered on consent that:

1. The tenancy between the Landlords and the Tenant is terminated in a final way and without voiding provisions.
2. The Tenant must move out of the rental unit on or before May 31, 2026.
3. The Tenant shall pay to the Landlords \$9,035.10. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlords owe on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlords compensation of \$69.04 per day for the use of the unit starting April 23, 2026 until the date the Tenant moves out of the unit.
5. Provided the Tenant moves out of the rental unit by May 31, 2026 the Landlords waive claim to \$3,100.00 of the rent arrears owing, to the date of the hearing.
6. If the Tenant does not pay the Landlords the full amount owing on or before February 15, 2027, the Tenant will start to owe interest. This will be simple interest calculated annually

from February 16, 2027 on the balance outstanding, at the post-judgment interest rate determined under section 127 of the *Courts of Justice Act*.

7. If the unit is not vacated on or before May 31, 2026, then starting June 1, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after June 1, 2026.
9. This order resolves all matters between the parties related to the tenancy to the date of the hearing.

April 24, 2026
Date Issued

 Janice Campbell
 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 Hearing Date – April 22, 2026	\$11,018.88
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,100.00
Less the amount of the interest on the last month's rent deposit	- \$69.78
Total amount owing to the Landlords	\$9,035.10
Plus daily compensation owing for each day of occupation starting April 23, 2026	\$69.04 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	