



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

File Number: LTB-L-007830-26

In the matter of: 503, 38 KING ST W
STONEY CREEK ON L8G1H6

Between: Drake Property Management Landlord

And

Mason Konopaki Tenant

Drake Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Mason Konopaki (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application was scheduled to be heard on June 15, 2026, by video conference, at which the parties came to a consent and requested to meet with the Dispute Resolution Officer/Hearings Officer, Christine Leitch.

The Landlord's Representative, Sabrina Marchionne, and the Tenant were present.

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.

The parties agreed to the following:

1. The Landlord served the Tenant with a valid 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 \$2,100.22. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$69.05. This amount is calculated as follows: \$2,100.22 x 12, divided by 365 days.
5. The Tenant has paid \$3,050.00 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2026 are \$8,219.32.

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 \$2,249.00 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.
9. Interest on the rent deposit, in the amount of \$77.70 is owing to the Tenant for the period from November 1, 2024 to April 15, 2026.
10. The parties agree to the non-voidable termination date set out in the order below.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must vacate the unit on or before May 15, 2026.
2. The Tenant shall pay to the Landlord \$8,405.32 for arrears of rent up to April 30, 2026 and costs.
3. The Tenant shall also pay the Landlord compensation of \$69.05 per day for the use of the unit starting April 16, 2026 until the date the Tenant moves out of the unit.
4. If the Tenant does not pay the Landlord the full amount owing on or before May 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 16, 2026 at 4.00% annually on the balance outstanding.
5. If the unit is not vacated on or before May 15, 2026, then starting May 16, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 May 16, 2026.

April 24, 2026
Date Issued

Christine Leitch
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 November 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.