



Order under Section 69 / 88.2 / 89 Residential Tenancies Act, 2006

File Number: LTB-L-008378-26

In the matter of: MAIN, 88 ROCKPORT CRES
RICHMOND HILL ON L4C2L8

Between: FARZAD BEIGI Landlord

And

MARY CIUFFREDA Tenant

FARZAD BEIGI (the 'Landlord') applied for an order to terminate the tenancy and evict MARY CIUFFREDA and LISA ALONZI (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises;
- the Tenant has been persistently late in paying the Tenant's rent.

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

FARZAD BEIGI (the 'Landlord') also applied for an order requiring MARY CIUFFREDA and LISA ALONZI (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

FARZAD BEIGI (the 'Landlord') also applied for an order requiring MARY CIUFFREDA and LISA ALONZI (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was scheduled to be heard by videoconference on April 23, 2026. As a result of this order, the hearing has been cancelled. Prior to the hearing, the parties elected to participate in LTB facilitated mediation with the assistance of a Dispute Resolution Officer.

The Landlord's Representative Sean Cowan and the Tenant's Representative Glenn Gosling were present.

The parties agreed that:

1. The Tenant owes the Landlord outstanding utility charges for gas, Embridge, and electricity up to March 23, 2026, in the amount of \$10,347.00.
2. The Landlord claims \$3,000.00 for damages from the Tenant, and is waiving their claim to that amount in satisfaction of this agreement.
3. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
4. The Landlord and the Tenant have agreed to share all future utility charges, whereby the Landlord will pay 50% of the utility charges, and the Tenant will pay 50% of the utility charges.
5. If this tenancy terminates by any means, the Tenant will increase the monthly arrears payments contemplated in the ordered payment plan to \$500.00 per month, instead of \$100.00 per month.
6. This agreement does not prejudice the Landlord's outstanding L1 Application bearing file number LTB-L-017311-26.

On consent of the parties, it is ordered that:

1. The application shall be amended to remove Tenant party "Lisa Alonzi".
2. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
3. The Tenant shall pay the Landlord \$10,347.00 for outstanding utility charges up to March 23, 2026.
4. The Tenant shall pay the Landlord the amount set out in paragraph 3 in accordance with the following schedule:
 - \$100.00 on or before the 15th day of each month, for a period of 103 months, commencing May 15, 2026, up to and including November 15, 2034; and,
 - A final payment of \$47.00 on or before December 15, 2034, to satisfy the utility arrears.
5. The Tenant shall also pay all future utility bills promptly, within 14-days of receipt from the Landlord, for a period of 12-months commencing April 30, 2026, up to and including April 29, 2027.
6. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period May 01, 2026, up to and including April 01, 2027.

7. If the Tenant fails to comply with the conditions set out in paragraph 3-6 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
8. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application. The Tenant shall make that payment in full on or before January 15, 2035.
9. If the Tenant does not pay the Landlord the full amount owing on or before January 15, 2035, the Tenant will start to owe interest. This will be simple interest calculated from January 16, 2035, in accordance with the *Courts of Justice Act* on the balance outstanding.

April 30, 2026
Date Issued

Adam Rogers
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.