



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-014674-26

In the matter of: BASEMENT RIGHT SIDE, 20 BURT DR
BRAMPTON ON L6X3H8

Between: Gursimranjit Singh Dhunna Landlord

And

Natoya Dominique Stephenson Tenant

Gursimranjit Singh Dhunna (the 'Landlord') applied for an order to terminate the tenancy and evict Natoya Dominique Stephenson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The parties attended a hearing on April 28, 2026, by video conference. The parties elected to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer, Maryam Cooper. The Landlord's Legal Representative, Christopher Holder, the Landlord, and the Tenant, Natoya Dominique Stephenson, were present.

As a result of the mediation the parties requested a consent order, and I am satisfied that the parties understand the consequences of their consent.

The parties agreed that:

1. The parties agreed on consent to amend the application and remove the minor Tenant, Jayrell J Montequ from this application.
2. The Tenant elected to terminate the tenancy on May 12, 2026.
3. The parties reached consent on non-voidable order with termination date of May 12, 2026.
4. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$1,900.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$62.47. This amount is calculated as follows: \$1,900.00 x 12, divided by 365 days.

8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,900.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the lawful rent in April on consent.
10. Interest on the rent deposit, in the amount of \$49.41 is owing to the Tenant for the period from February 1, 2025, to April 28, 2026.
11. The Landlord agreed to terminate the Tenancy without 60 days notice from the Tenant.
12. The parties agreed that the last month rent deposit shall be applied to the last month of Tenancy in April 2026.
13. The Tenant agreed to pay to the Landlord \$749.52 for the lawful rent from May 1, 2026 to May 12, 2026.
14. The parties agreed on consent that the total rent arrears owing to March 31, 2026, are \$3,800.00.
15. The parties agreed the total rent arrears and the application filing fee owing to May 12, 2026, are \$4,735.52.
16. The Tenant agreed to pay to the Landlord \$4,735.52 minus \$49.41 interest on the last month's rent deposit. $\$4,735.52 \text{ minus } \$49.41 = \$4,686.11$.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant is terminated on May 12, 2026.
2. The Tenant must move out on or before May 12, 2026.
3. If the unit is not vacated on or before May 12, 2026, then starting May 13, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 13, 2026.
5. The last month's rent deposit shall be applied to the last month of Tenancy in April 2026.
6. The Tenant shall pay to the Landlord \$4,686.11. This amount includes rent arrears owing up to May 12, 2026, and the cost of filing the application. The interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant, and the Last month rent deposit has been applied to the lawful rent in April.
7. The Tenants shall also pay the Landlord compensation of \$62.47 per day for the use of the unit starting May 13, 2026, until the date the Tenant moves out of the unit.

8. If the Tenant does not pay the Landlord the full amount owing on or before May 12, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 13, 2026, at 4.00% annually on the balance outstanding.

May 5, 2026
Date Issued

Maryam Cooper
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 13, 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.

