



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

File Number: LTB-L-007745-26

In the matter of: BASEMENT LEVEL, 362 APACHE TRAIL
NORTH YORK ON M2H2W5

Between: Renbin Chen Landlord

And

Brandon Anthony Gordon Tenant

Renbin Chen (the 'Landlord') applied for an order to terminate the tenancy and evict Brandon Anthony Gordon (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application was scheduled to be heard on April 16, 2026, by video conference.

The Landlord, the Landlord's Representative, Jie Situ, and the Tenant attended the hearing.

The parties reached consent prior to the mediation and mutually agreed to resolve all matters at issue in the application and requested an order on consent. I am satisfied that the parties understood the terms and consequences of their consent.

It is agreed that:

1. The parties reached consent on non-voidable order with termination date of August 31, 2026.
2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$1,700.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$55.89. This amount is calculated as follows: \$1,700.00 x 12, divided by 365 days.
6. The Landlord incurred costs of \$186.00 for filing the application, The Landlord waived the fee.

7. The Landlord collected a rent deposit of \$1,700.00 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 if the tenancy is terminated.
8. Interest on the rent deposit, in the amount of \$23.77 is owing to the Tenant for the period from August 17, 2025, to April 16, 2026.
9. The parties agreed that the Tenant could serve the Landlord with 10 days notice in writing to terminate the Tenancy earlier than August 31, 2026.
10. The Landlord agreed to waive \$680.00 for the lawful rent in May, and the Tenant agreed to pay \$1,020.00 on or before May 1, 2026, in exchange to be provided with a vacant possession of the rental unit on or before August 31, 2026.
11. The Tenant agreed to pay the lawful rent on time and in full for the month of June 2026.
12. The Landlord agreed to waive the lawful rent in July 2026, in exchange to be provided with a vacant possession of the rental unit on or before August 31, 2026.
13. The Landlord agreed to waive all outstanding utilises to the date of hearing in exchange to be provided with vacant possession of the rental unit on or before August 31, 2026. The parties understood this is not L2 application.
14. The parties agreed that the Tenant forfeits the compensation in this order, if the Tenant does not move out on or before August 31, 2026.
15. The parties agreed on consent in a private room that the Tenant does not owe any rent arrears to April 30, 2026, and The Landlord also waived the application filing fee. It was brought up to the Tenant's attention that the outcome of mediation and/or hearing could be different, however the Tenant chose to proceed with the terms of the settlement in a private room and the compensation offered by the Landlord to resolve this application.

It is ordered on Consent that:

1. The tenancy between the Landlord and the Tenant is terminated on August 31, 2026.
2. The Tenant must move out on or before August 31, 2026.
3. If the unit is not vacated on or before August 31, 2026, then starting September 1, 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 September 1, 2026.
5. If the Tenant does not vacate the rental unit on or before August 31, 2026, the Tenant shall owe the Landlord per diem compensation of \$55.89 starting September 1, 2026, until the date the Tenants vacate the rental unit.
6. The last month rent deposit shall be applied to the lawful rent in August 2026, at the latest.

7. The Landlord waived the lawful rent in July 2026, in exchange to be provided with vacant possession of the rental unit on or before August 31, 2026.
8. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing in June 2026, on or before June 1, 2026.
9. The Tenant shall pay to the Landlord \$1,020.00 lawful rent in May on or before May 1, 2026. The Landlord waived the remainder of the lawful rent in May.
10. The Tenant forfeits the compensation in this order if the Tenant does not move out on or before August 31, 2026

May 6, 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 February 1, 2027, 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.

