



Order under Section 69 and 88.2 Residential Tenancies Act, 2006

File Number: LTB-L-015194-26

In the matter of: 89 Dolly Varden Blvd
Scarborough ON M1H2K2

Between: Terence Davidson Landlord

And

Shiela M Magno-Green
Carlo Magno Tenants

Terence Davidson (the 'Landlord') applied for an order to terminate the tenancy and evict Shiela M Magno-Green and Carlo Magno (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe (L1 Application).

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket costs that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement (L2 Application).

The application was heard by videoconference on May 5, 2026. The Landlord and the Tenant Shiela M Magno-Green attended the hearing. Tenant Shiela M Magno-Green confirmed that she had authorization to act on behalf of Tenant Carlo Magno.

At the hearing, the parties engaged in mediation. As a result of the resolution discussion, the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the terms and consequences of their consent, and specifically that the tenancy would terminate.

Agreed Facts:

L1 Application – Non-Payment of Rent

1. The parties agreed to terminate the tenancy on July 31, 2026.
2. The lawful rent is \$2,900.00. It is due on the 1st day of each month.
3. Based on the Monthly rent, the daily rent/compensation is \$95.34. This amount is calculated as follows: \$2,900.00 x 12, divided by 365 days.
4. The Tenants have paid \$3,500.00 to the Landlord since the application was filed.

5. The rent arrears owing to May 31, 2026 are \$8,100.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord collected a rent deposit of \$2,900.00 from the Tenants and this deposit is still being held by the Landlord.
8. The parties agreed that the last month's rental deposit will be applied to the July 1, 2026 rental payment because that is the last month of the tenancy.
9. Interest on the rent deposit, in the amount of \$147.08 is owing to the Tenants for the period from February 13, 2024 to May 5, 2026.
10. The parties agreed that the interest the Landlord owes on the rent deposit will be applied to the rent arrears owing.
11. The parties agreed to a final, non-voidable eviction order based on the parties' agreement to terminate the tenancy. Therefore, the Tenants do not have the option to void the order by paying the arrears and costs.

L2 Application – Utilities

12. The Tenants acknowledge that they have failed to pay the utility costs as required under the terms of the tenancy agreement and owe \$2,003.17 to the Landlord to May 5, 2026.
13. The Tenants agree to pay all utility invoices in full and on time for the duration of the tenancy.

On consent of the parties, it is ordered that:

L1 Application – Non-Payment of Rent

1. Pursuant to the L1 Application, the tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before July 31, 2026.
2. The Tenants shall pay to the Landlord \$8,138.92 which represents the amount they owe for arrears of rent (\$7,952.92) minus the interest owing on the rent deposit, plus the application filing fee (\$186.00) for the period ending May 31, 2026. This amount shall be paid in accordance with paragraphs 9 and 10 below.
3. The Tenants shall pay to the Landlord the monthly rent for June 2026 in full on or before June 1, 2026.
4. If the Tenants fail to make the payment in accordance with paragraph 3 of this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenants to the Landlord shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became due and

owing after May 31, 2026. This may result in the Board issuing an order that terminates the tenancy before July 31, 2026.

5. The Landlord owes the Tenants \$2,900.00 which represents the rent deposit being held by the Landlord. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$95.34 per day for compensation for the use of the unit starting July 1, 2026 until the date the Tenants move out of the unit. If the Tenants vacate the rental unit before July 31, 2026, the Landlord shall apply the unused portion of the rent deposit to the rent arrears owing.
6. If the unit is not vacated on or before July 31, 2026, then starting August 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 August 1, 2026.

L2 Application – Utilities

8. The Tenants shall pay the Landlord \$2,003.17, which represents the out-of-pocket expenses the Landlord has incurred as a result of the unpaid utility costs. This amount shall be paid in accordance with paragraphs 9 and 10 below.

L1 & L2 Payment Plan

9. The Tenants shall pay to the Landlord a total sum of \$10,142.09. This amount represents arrears of rent to May 31, 2026, utility arrears to May 5, 2026, and costs. The interest owed on the rent deposit has been deducted from the rent arrears owing.
10. The Tenants shall pay to the Landlord the amount set out in paragraph 9 in accordance with the following schedule:
 - Payments of \$1,000.00 on or before the 15th day of each month starting August 15, 2026 and continuing each month until May 15, 2027; and
 - A final payment of \$142.09 on or before June 15, 2027.

11. If the Tenants do not make any of the required payments pursuant to paragraph 10 in full and by the applicable deadlines, the Tenants will start to owe interest. The monies owing shall bear interest at the post-judgement interest rate determined under subsection 207(7) of the Residential Tenancies Act, 2006. The Landlord has the right to collect the balance outstanding under this Order.

May 12, 2026
Date Issued

Sandra Sabourin
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 of the Tenant 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.