



**Amended Order
Order under Section 69
Residential Tenancies Act, 2006
And section 21.1 of the Statutory Powers Procedure Act**

File Number: LTB-L-016291-26-AM

In the matter of: 306, 270 WELLINGTON ST W
TORONTO ON M5V3P5

Between: Crystal Raponi Landlord

And

Melanie Elizabeth Wilkinson Tenant

This amended order is issued to correct a clerical error in the original order issued on May 11, 2026. The amended order is being issued to remove Renee Relinski as a Tenant. Renee Relinski was identified on the Board generated docket as a Tenant, however, neither the N4 Notice, the L1 Application, nor the L1/L9 Update Sheet named her as a Tenant. As a result, the name Renee Relinski is removed from the title of proceedings as a Tenant. The rest of the Order remains unchanged.

Crystal Raponi (the 'Landlord') applied for an order to terminate the tenancy and evict Melanie Elizabeth Wilkinson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant in this decision's title of proceedings.

The application was scheduled to be heard by video conference on May 4, 2026. The Landlord was represented by Kayla Boutilier and the Tenant was represented by James Dondo. Prior to the hearing, the parties elected to participate in LTB facilitated mediation with the assistance of Helen Giannini, a Dispute Resolution Officer and Hearing Officer, with the Landlord and Tenant Board. 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.

The Parties agreed:

- a. 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.

- b. As of the hearing date, the Tenant was still in possession of the rental unit.
- c. This order is a non-voidable termination of this tenancy based on the parties' mutual agreement to terminate the tenancy by May 31, 2026, by 6:00 PM.
- d. The lawful rent is \$3,200.00. The rent is due on the 1st day of each month.
- e. Based on the Monthly rent, the daily rent/compensation is \$105.21. This amount is calculated as follows: $\$3,200.00 \times 12$, divided by 365 days.
- f. The rent arrears owing by the Tenant up to and including May 31, 2026, including the \$186.00 application filing fee are \$16,786.00.
- g. There is no last month's rent deposit.
- h. In consideration of the tenant entering into the Consent Order and terminating the tenancy, the Landlord agrees to waive the rent arrears.
- i. The Tenant will leave the rental unit and mailbox keys on the counter on or before May 31, 2026, by 6:00 PM.
- j. The Tenant will provide the Landlord with 24 hours notice, if she vacates the rental unit before May 31, 2026, and again will leave the keys on the counter in the rental unit.
- k. If the Tenant does not vacate the rental unit, in accordance with this agreement, damages the rental unit beyond normal wear or tear, or removes any of the Landlord's property, the agreement to waive the arrears is void, and the arrears become due and owing.
- l. The Landlord will sign a Non-Disclosure Agreement regarding the tenancy.

It is ordered on consent that:

- 1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 31, 2026.
- 2. The Landlord shall waive the rent arrears in the amount of \$16,786.00, including the application filing fee, in consideration for the Tenant terminating the tenancy on or before May 31, 2026.
- 3. If the Tenant does not vacate the rental unit on or before May 31, 2026, leaves the unit damaged beyond normal wear or tear, or removes any of the Landlord's property, the Landlord shall not waive the rent arrears. The rent arrears shall immediately become due and owing and the Tenant will start to owe interest. This will be simple interest calculated at 4% annually on the balance outstanding.
- 4. If the unit is not vacated on or before May 31, 2026, then starting June 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
- 5. The Tenant shall also pay the Landlord compensation of \$105.21 per day for the use of the unit starting June 1, 2026, until the date the Tenant moves out of the unit.

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 June 1, 2026.

May 11, 2026

Date Order Issued

May 14, 2026

Date Order Amended

Helen Giannini

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 December 1, 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.