



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

File Number: LTB-L-011521-26 and LTB-L-020633-26

In the matter of: 11, 2 ROTARY CENTENNIAL PARK
COLBORNE ON K0K1S0

Between: 2442264 ONTARIO INC. Landlord

And

Kathleen Carlson Tenant

This is a joint resolution with File Numbers LTB-L-011521-26 and LTB-L-020633-26.

2442264 ONTARIO INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Kathleen Carlson (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; and 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 (L2 Application).

2442264 ONTARIO INC. (the 'Landlord') applied for an order requiring Laurie Thompson and Kathleen Carlson (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 (L2 Application).

2242264 ONTARIO INC (the 'Landlord') applied for an order to terminate the tenancy and evict KATHLEEN CARLSON (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (L1 Application).

The L2 Application was scheduled to be heard by video conference on May 11, 2026. Sam Ding and Grant Mallia attended on behalf of the Landlord and were represented by Eric Steiman. The Tenant was also present. 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 N5, and L2 Application named a Tenant, Laurie Thompson. The Tenant, Kathleen Carlson indicated that Laurie Thompson is deceased.
- b. The Landlord gave the Tenant an N5 Notice of Termination alleging that 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, or has wilfully or negligently caused damage to the premises (L2 Application)
- c. The Landlord served the Tenant with a valid 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 (L1 Application).
- d. The Tenant was in possession of the rental unit on the date the application was filed.
- e. This order is a non-voidable termination of this tenancy based on the parties' mutual agreement to terminate the tenancy by August 31, 2026.
- f. The lawful rent is \$963.35. The rent is due on the 1st day of each month.
- g. Based on the Monthly rent, the daily rent/compensation is \$31.67. This amount is calculated as follows: \$963.35 x 12, divided by 365 days.
- h. The Parties agreed that the rent arrears due from the Tenant to the Landlord are \$2,000.00 to May 31, 2026.
- i. The Landlord collected a rent deposit 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. Interest due on the deposit will be applied to it to bring it up to the current monthly rent. The deposit will be applied to the month of August 2026, being the last month of the tenancy.
- j. The Tenant will pay the rent arrears through a monthly payment plan.
- k. The Tenant will pay the rent due on June 1, and July 1, 2026, on time and in full.
- l. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs. The Tenant has agreed to pay this amount to the Landlord on or before August 31, 2026.

It is ordered on consent that:

1. The Tenant shall pay to the Landlord \$2,000.00 for arrears of rent up to May 31, 2026.

2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Date of Payment	Payment Amount
June 1, 2026	\$1,000.00
July 1, 2026	\$1,000.00

3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period, of and including June 1, 2026, to July 1, 2026, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenant fails to make any one of the payments in accordance with paragraphs 2 and 3 of this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after May 31, 2026.
5. If the Tenant does not comply with the payment plan, the Tenant will start to owe interest. This will be simple interest calculated at 4.00% annually on the balance outstanding.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application on or before August 31, 2026. If payment is not received, the Tenant will start to owe interest. This will be simple interest calculated at 4.00% annually on the balance outstanding.
7. The tenancy between the Landlord and the Tenant is terminated. The Tenant must vacate the unit no later than August 31, 2026.
8. 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.
9. 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 31, 2026.
10. The Tenant shall also pay the Landlord compensation of \$31.67 per day for the use of the unit starting September 1, 2026, until the date the Tenant moves out of the unit.

May 19, 2026
Date Issued

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 of the Tenant expires on November 30, 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.