



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

**File Number:** LTB-L-020533-26

**In the matter of:** 503-1, 51 LAKE ST  
ST CATHARINES ON L2R0B6

**Between:** PENN TERRA GROUP LTD Landlord

**And**

GERARD JAMES PARAKKAT Tenant

PENN TERRA GROUP LTD (the 'Landlord') applied for an order to terminate the tenancy and evict GERARD JAMES PARAKKAT (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application was heard by videoconference on May 14, 2026. The Landlord's legal representative, Sara Murtadha and the Tenant attended the hearing. The Tenant did not meet with Duty Counsel prior to the hearing.

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.

**Agreed Facts:**

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful monthly rent is \$803.60. It is due on the 1<sup>st</sup> day of each month.
5. Based on the monthly rent, the daily rent/compensation is \$26.42. This amount is calculated as follows: \$803.60 x 12 months, divided by 365 days.
6. The rent arrears owing to May 31, 2026 are \$14,860.40.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit in the amount of \$765.00 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. The rent deposit will be deducted from the amount of arrears.
9. Interest on the last month rent deposit, in the amount of \$51.34 is owing to the Tenant for the period from September 1, 2023 to May 31, 2026. This amount will be deducted from the amount of arrears.

**On consent it is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated on May 31, 2026. The Tenant must move out of the rental unit on or before May 31, 2026.
2. 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.
3. 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.
4. If the Tenant does not vacate the rental unit on or before May 31, 2026, the Tenant shall pay to the Landlord compensation of \$26.42 per day for the use of the unit starting June 1, 2026 until the date the Tenant moves out of the unit.
5. On or before May 31, 2026, the Tenant shall pay to the Landlord \$14,230.06 which represents arrears of rent for the period ending May 31, 2026 (\$14,860.40), less the last month rent deposit (\$765.00), less the interest on the rent deposit (\$51.34) plus the application filing fee (\$186.00).
6. If the Tenant fails to make the payment in accordance with paragraph 5, the full balance owing becomes due and payable immediately and the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.

**May 19, 2026**  
**Date Issued**

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Floredana Ungureanu  
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.