



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

File Number: LTB-L-014180-26

In the matter of: Unit B, 380 Browns Line
Etobicoke ON M8W3T7

Between: Lauren Sandra Farrugia Landlord
Tiffany Faith Farrugia

And

Andy Dudun Tenant
Melanie Dudun

Lauren Sandra Farrugia and Tiffany Faith Farrugia (the 'Landlord') applied for an order to terminate the tenancy and evict Andy Dudun and Melanie Dudun (the 'Tenant') because the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

This application was scheduled to be heard by videoconference on May 20, 2026. The parties mutually agreed to resolve all matters at issue in the application and requested the assistance of a Hearings Officer through the Online Dispute Resolution process.

By videoconference on May 14, 2026, the parties met with a Hearings Officer. The Landlord's legal representative, Suzanne Diamond and the Tenant, Melanie Dudun attended the hearing. Melanie Dudun had authorization to consent on behalf of all parties.

As a result of the resolution discussion, the parties requested an order on consent, and I was satisfied that the parties understood the terms and consequences of their consent.

The hearing for this application on May 20, 2026 is cancelled.

Agreed Facts:

1. The tenancy between the Landlord and the Tenant shall terminate on May 31, 2026.
2. The lawful monthly rent is \$1,286.87 and it is due on the 1st day of each month.
3. Based on the monthly rent, the daily compensation is \$42.31. This amount is calculated as follows: \$1,286.87 x 12, divided by 365 days.

4. The Landlord collected a rent deposit of \$1,100.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$6.77 is owing to the Tenant for the period from February 3, 2026 to April 30, 2026.
5. The last month rent deposit will be applied to the last month of the tenancy being May 2026.
6. The parties agree that the interest owing on the rent deposit from February 3, 2026 to April 30, 2026 will be applied to top-up the rent deposit in full and final satisfaction of the rent for the last month of the tenancy being May 2026.
7. The parties agree that on February 2, 2026 the Landlord made a payment by cheque to the Tenant for the sum of \$1,545.36 which encompassed the one month compensation as well as interest owing on the rent deposit to February 2, 2026. However, as of the date of the mediation, the Tenant could not confirm receipt of the cheque.
8. The parties agree that on or before May 31, 2026, the Landlord will cancel the cheque and re-send payment for the sum of \$1,545.36 via e-transfer to melaniedudun@gmail.com.
9. The parties agree that any monies transferred by way of e-transfer to the email address melaniedudun@gmail.com is paid to both, Andy Dudun and Melanie Dudun.
10. The parties agree that in exchange for vacant possession of the rental unit as well as the return of the keys on or before May 31, 2026, the Landlord will pay to the Tenant the sum of \$1,286.87 on May 31, 2026.
11. The parties also agree that upon vacating the rental unit, the Tenant will remove all belongings and leave the unit in a broom-swept condition.

On consent of the parties, it is ordered that:

1. The Landlord shall compensate the Tenant the sum of \$1,545.36 which is an amount equal to one month's rent and the interest owing on the rent deposit on or before May 31, 2026.
2. If the Landlord complies with paragraph 1 of this order, 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.
3. 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.
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 June 1, 2026.
5. If the unit is not vacated on or before May 31, 2026, then the Tenant shall pay the Landlord compensation of \$42.31 per day for the use of the unit starting June 1, 2026, until the date the Tenant moves out of the unit.

6. The Tenant reserves the right to terminate the tenancy sooner than May 31, 2026, with 10 days written notice to the Landlord.
7. In exchange for vacant possession of the rental unit as well as the return of the keys on or before May 31, 2026, the Landlord shall pay to the Tenant the sum of \$1,286.87 on May 31, 2026.
8. If the Landlord does not pay to the Tenant the full amount owing on or before May 31, 2026, the Landlord will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.
9. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

May 22, 2026
Date Issued

Britney Sooknanan
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.