



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

File Number: LTB-L-017919-26

In the matter of: 110, 180 MILL STREET
London ON N6A 0A1

Between: KILLAM APARTMENT REIT Landlord

And

Marley Duffy Tenant

KILLAM APARTMENT REIT (the 'Landlord') applied for an order to terminate the tenancy and evict Marley Duffy (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on May 14, 2026.

The Landlord's Representative, Laura Groshok and the Tenant, Marley Duffy attended the hearing. The parties agreed to participate 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 the parties understood the terms and consequences of their consent.

Agreed Facts:

1. The parties agreed to a final termination of tenancy for May 31, 2026.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,095.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$68.88. This amount is calculated as follows: \$2,095.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to May 31, 2026, are \$8,379.68.

7. The Landlord is entitled to \$90.00 to reimburse the Landlord for administration charges the Landlord incurred as a result of 2 cheques given by or on behalf of the Tenant which was returned NSF.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$2,095.00 from the Tenant and this deposit is still being held by the Landlord. The parties agreed to deduct this amount from the arrears.
10. Interest on the rent deposit, in the amount of \$12.42 is owing to the Tenant for the period from February 1, 2026 to May 14, 2026. The parties agreed to deduct this amount from the arrears.
11. The parties agreed there is one Tenant applicable to the application with the name Marley Duffy and Elizabeth Duffy is to be removed as a party to the application.

On consent it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated on 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. The Tenant shall pay the Landlord \$6,548.26 for rent arrears up to May 31, 2026, and this includes the NSF fees, the filing fee, less the last month's rent deposit, less the interest on the deposit.
5. The Tenant shall pay the amount owing in paragraph (5) on or before May 31, 2026.
6. If the Tenant does not pay the Landlord the full amount owing on or before May 31, 2026, 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.
7. If the unit is not vacated on or before May 31, 2026, then starting June 1, 2026, the Tenant shall also pay the Landlord compensation of \$68.88 per day for the use of the unit starting June 1, 2026, until the date the Tenant moves out of the unit.
8. The application is amended, and Elizabeth Duffy is removed as a Tenant party to the application.

May 22, 2026
Date Issued

Tanya Speedie
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.