



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

File Number: LTB-L-024837-26

In the matter of: 201, 275 KING ST W
HAMILTON ON L8P1B2

Between: 1762405 Ontario Ltd. Landlord

And

Skyla-Marie Minshall Tenant

1762405 Ontario Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Skyla-Marie Minshall (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 27, 2026, where parties elected to participate in a Board facilitated mediation with the assistance of a Dispute Resolution Officer (DRO).

The Landlord Agent's Savan Chandaria and Wing Chu and the Tenant participated in the mediation. The Tenant spoke with Tenant Duty Counsel.

The parties agreed to resolve all matters raised in the application and requested an order on consent. I was satisfied that the parties understood the 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. The Tenant was in possession of the rental unit on the date the application was filed.
3. The lawful rent is \$1,300.00. It was due on the first day of each month.
4. After the application was filed the Tenant paid the arrears owing through May 31, 2026
5. The Landlord is entitled to \$40.00 to reimburse the Landlord for administration charges and \$5.00 for bank fees the Landlord incurred as a result of 2 cheques given by or on behalf of the Tenant which were returned NSF.

6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Parties both mutually agreed to end the tenancy on July 31, 2026.
8. The Landlord collected a rent deposit of \$5,200.00 from the Tenant and this deposit is still being held by the Landlord.
9. Based on the Monthly rent, the daily rent/compensation is \$42.73. This amount is calculated as follows $\$1,300.00 \times 12$, divided by 365 days.

It is ordered on Consent that:

1. The tenancy between the Landlord and the Tenant is terminated on July 31, 2026. The Tenant must move out of the rental unit on or before July 31, 2026.
2. The Tenant shall pay the Landlord \$186.00 for costs on or before June 17, 2026.
3. The last month rent on deposit will be used to satisfy the rent for June 2026 and July 2026.
4. The Tenant shall also pay the Landlord compensation of \$42.73 per day for the use of the unit starting August 1, 2026 until the date the Tenants move out of the unit.
5. If the unit is not vacated on or before July 31, 2026, then starting August 01, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
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 August 1, 2026.

June 4, 2026
Date Issued

Monique Browne
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 January 1, 2027 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.