



**Order under Section 21.2 of the
Statutory Powers Procedure Act and the
Residential Tenancies Act, 2006**

File Number: LTB-L-084745-25-RV

In the matter of: 2, 138 SIXTEENTH ST
ETOBICOKE ON M8V3K1

Between: Allan Beson Landlord

And

Paige Ball-Kozubik Tenant

Review Order

Allan Beson (the 'Landlord') applied for an order to terminate the tenancy and evict Paige Ball-Kozubik (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-084745-25 issued on February 26, 2026. Only the Landlord's Legal Representative, Liam Walker, attended the hearing.

On March 30, 2026 the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On March 31, 2026, interim order LTB-L-084745-25-RV-IN was issued, staying the order issued on February 26, 2026.

The review request was heard by videoconference on May 26, 2026. The Landlord's legal representative Liam Walker, the Landlord, and the Tenant attended the hearing. The Tenant declined to speak with Duty Counsel.

Before the start of the review hearing, the parties advised that they had reached an agreement. As a result of the resolution discussion, the parties mutually agreed to resolve all matters at issue in the review request and requested an order on consent. I was satisfied that the parties understood the terms and consequences of their consent, and specifically that the tenancy would terminate.

Agreed Facts:

1. The Tenant's request to review is granted.

2. The parties agreed to terminate the tenancy on July 31, 2026.
3. The lawful rent is \$1,110.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$36.49. This amount is calculated as follows: $\$1,110.00 \times 12$, divided by 365 days.
5. The Landlord is holding a last month's rent deposit. The parties agree that the rent deposit will be applied to the July 2026 rental period because it is the last month of the tenancy.
6. The parties agree that the interest the Landlord owes on the last month's rent deposit equals the amount needed to top up the last month's rent deposit to the current rental amount.
7. The rent arrears and costs owing to May 31, 2026 are \$6,676.00.
8. The parties agreed to a final, non-voidable eviction order based on the parties' agreement to terminate the tenancy. Therefore, the Tenant does not have the option to void the order by paying the arrears and costs.

On consent of the parties, it is ordered that:

1. The request to review order LTB-L-084745-25, issued on February 26, 2026, is granted.
2. Order LTB-L-084745-25, issued on February 26, 2026, is cancelled and replaced with this order.
3. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before July 31, 2026.
4. If the unit is not vacated on or before July 31, 2026, then starting August 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
5. 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.
6. The Tenant shall pay to the Landlord \$6,676.00 which represents arrears of rent (\$6,490.00) plus the application filing fee (\$186.00) for the period ending May 31, 2026.

Payments Due Before the Tenancy Terminates

7. The Tenant shall pay the Landlord \$3,110.00 of the amount set out in paragraph 6 in accordance with the following schedule:
 - A payment of \$1,000.00 on or before June 8, 2026;
 - A payment of \$1,110.00 on or before July 1, 2026; and
 - A payment of \$1,000.00 on or before July 6, 2026.

8. The Tenant shall pay to the Landlord the lawful monthly rent for June 2026 in full and on time.
9. **If the Tenant fails to make any one of the payments in accordance with paragraphs 7 or 8 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 6 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. This may result in the Board issuing an order that terminates the tenancy before July 31, 2026.

Payments Due After the Tenancy Terminates

10. The Tenant shall pay to the Landlord the balance of the amount set out in paragraph 6 (\$3,566.00) in accordance with the following schedule:
- A payment of \$1,500.00 on or before August 1, 2026;
 - A payment of \$1,500.00 on or before August 31, 2026; and
 - A final payment of \$566.00 on or before September 14, 2026.
11. If the Tenant does not make any of the required payments pursuant to paragraph 10 in full and by the applicable deadline, the Tenant will start to owe interest. The monies owing shall bear interest at the post-judgement interest rate determined under subsection 207(7) of the Residential Tenancies Act, 2006. The Landlord has the right to collect the balance outstanding under this Order.
12. The Tenant shall also pay the Landlord compensation of \$36.49 per day for the use of the unit starting August 1, 2026 until the date the Tenant moves out of the unit.

June 3, 2026
Date Issued

Sandra Sabourin
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 February 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.