



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

File Number: LTB-L-022994-26

In the matter of: Bsmt, 74 SANDRIFT SQ
SCARBOROUGH ON M1E 4N6

Between: Alice D'Souza Landlord

And

Michael McCoppen Tenant

Alice D'Souza (the 'Landlord') applied for an order to terminate the tenancy and evict Michael McCoppen (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 21, 2026. The Landlord's representative, paralegal, Christine Stewart, and the Tenant, Michael McCoppen, attended the hearing. The Tenant did not speak 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).
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,200.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$39.45. This amount is calculated as follows: \$1,200.00 x 12 months, divided by 365 days.
5. The Tenant has paid \$1,585.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2026, are \$3595.00.
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 of \$445.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit will be used towards the payment of the arrears.
9. Interest on the rent deposit, in the amount of \$9.46 is owing to the Tenant for the period from October 12, 2025, to September 30, 2026. The accrued interest will be used towards the payment of the arrears.
10. All rent payments are to be paid by the Tenant to the Landlord via e-transfer.
11. 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, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before **September 30, 2026**.
2. On or before September 30, 2026, the Tenant shall pay to the Landlord \$3,326.54 which represents arrears of rent (\$3,595.00) plus the application filing fee (\$186.00), less the last month's rent on deposit (\$445.00) and the interest on the last month's rent deposit (\$9.46) for the period ending May 31, 2026.
3. The Tenant shall pay to the Landlord the amount set out in paragraph 2 in accordance with the following schedule:
 - \$250.00 on or before the 15th day of each month, from June 15, 2026, to September 15, 2026. (4 months),
 - \$2,326.54 on or before September 30, 2026.
4. The Tenant shall also pay to the Landlord the lawful monthly rent on time and in full, as it comes due and owing from June 1, 2026, to September 30, 2026, or until the arrears are paid in full whichever date earliest.
5. If the Tenant fails to make the payment in accordance with paragraphs 3 and 4 of this order, 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 *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant prior to September 30, 2026, and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after May 31, 2026.
6. The Tenant shall also pay the Landlord compensation of \$39.45 per day for the use of the unit starting October 1, 2026, until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before September 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from October 1, 2026, at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before September 30, 2026, then starting October 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 October 1, 2026.

June 2, 2026
Date Issued

Pauline Brewster
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 April 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay

Rent Owing To May 31, 2026	\$5,180.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,585.00
Less the amount of the last month's rent deposit	- \$445.00
Less the amount of interest on the last month's rent deposit	-\$9.46
Total the Tenant must pay through May 31, 2026	\$3,326.54