



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-023678-26

In the matter of: 209, 399 ELIZABETH ST
BURLINGTON ON L7R0A4

Between: Helen Pociurko Landlord

And

William Brown Tenant

Helen Pociurko (the 'Landlord') applied for an order to terminate the tenancy and evict William Brown (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application) and
- the Tenant has been persistently late in paying the Tenant's rent (L2 Application).

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The application was heard by videoconference on May 26, 2026. The Landlord, the Landlord's legal representative, Glenn Gosling, the Landlord's legal representative assistant, Aya Younis and the Tenant attended 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). 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. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,336.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$76.80. This amount is calculated as follows: \$2,336.00 x 12 months, divided by 365 days.

5. The rent arrears owing to May 31, 2026 are \$6,944.39.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord collected a rent deposit of \$2,100.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated. This deposit will apply as rent for the month of August 2026.
8. Interest on the rent deposit in the amount of \$223.90 is owing to the Tenant for the period from September 1, 2020 to July 31, 2026. This amount has been used to increase the amount of the rent deposit held by the Landlord so that is equal to the current lawful rent. The difference between the current rent (\$2,336.00) and the last month rent deposit with the top up interest (\$2,323.90) in the amount of \$12.10 will be paid by the Tenant to the Landlord on or before August 31, 2026.

On consent it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated effective August 31, 2026. The Tenant must move out of the rental unit on or before August 31, 2026.
2. The Landlord shall apply the rent deposit it is holding to the Tenant's rent for August 2026, which is the last month of the tenancy.
3. If the unit is not vacated on or before August 31, 2026, then starting September 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 September 1, 2026.
5. If the Tenant does not vacate the rental unit by August 31, 2026, the Tenant shall pay to the Landlord \$76.80 per day for compensation for the use of the unit starting September 1, 2026 to the date the Tenant moves out of the unit.
6. On or before August 31, 2026 the Tenant shall pay to the Landlord \$7,142.49 which represents arrears of rent for the period ending May 31, 2026 (\$6,944.39) plus the difference between current rent (\$2,336.00) and last month rent deposit with the top up interest (\$2,323.90) in the amount of \$12.10 plus the application filing fee (\$186.00)
7. If the Tenant fails to make the payment in accordance with paragraph 6 of this order, the Tenant will start to owe interest. This will be simple interest calculated from September 1, 2026 at 4.00% annually on the balance outstanding.

Additional Conditions:

8. The Tenant shall also pay the Landlord the lawful monthly for June 2026 on or before June 12, 2026.

9. The Tenant shall also pay the Landlord the lawful monthly for July 2026 on or before July 10, 2026.
10. If the Tenant fails to make the payments in accordance with paragraph 8 and 9 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 apply under 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. The Landlord must make the application within 30 days of a breach of a condition set out in paragraph 8 and 9 of this order. This may result in the Board issuing an order that terminates the tenancy before August 31, 2026.
11. If the tenancy terminates earlier than August 31, 2026 the last month rent deposit shall apply to the last month of the rental period and the Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

June 4, 2026
Date Issued

Floredana Ungureanu
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 March 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.