



**Amended Order under Section 21.1 of the Statutory Powers Procedure Act
Order under Section 69/88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-064968-25-AM

In the matter of: 67 ELMHURST AVE
NORTH YORK ON M2N1R5

Between: SAM COHEN Landlord

And

STEPHEN **POLECK** Tenant

SAM COHEN (the 'Landlord') applied for an order to terminate the tenancy and evict STEPHEN **POLECK** (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

Mediation was held on December 3, 2025. The following parties participated in the mediation: The Landlord's representative, Naseer Ahmed, and the Tenant's representative, Carson Frankum.

The parties consented to the following order. I was satisfied that the parties understood the consequences of their consent.

Pursuant to a request to review filed by the Tenant on June 1, 2026, the order is clerically amended. The corrections have been bolded and underlined for ease of reference.

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. Based on the Monthly rent, the daily rent/compensation is \$16.44. This amount is calculated as follows: \$500.00 x 12, divided by 365 days.
4. The Landlord agrees to waive all arrears claimed in this application in full.
5. The Landlord also agrees to waive the application filing fee in full.
6. The last month's rent deposit and interest will be applied to cover rent for the last month of the tenancy in full.

7. The lawful rent for the months of December, 2025, January, 2026, February, 2026 and March, 2026 is \$500.00.
8. Rent for the month of December, 2025 will be due on or before December 4, 2025.
9. Rent for the months of January, 2026, February, 2026 and March, 2026 will be due on or before December 15, 2025.
10. This Order on Consent represents a final, non-voidable termination of this tenancy.
11. This Order on Consent represents a full and final settlement of all issues related to this tenancy.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant is terminated as of April 30, 2026. The Tenant must move out of the rental unit on or before April 30, 2026.
2. If the unit is not vacated on or before **April 30, 2026**, the Tenant shall also pay the Landlord compensation of \$16.44 per day for the use of the unit starting May 1, 2026, until the date the Tenant moves out of the unit.
3. The Tenant shall pay to the Landlord new rent on time and in full as it comes due and owing for December, 2025, January, 2026, February, 2026, and March, 2026.
4. If the Tenant fails to make the rent payment in accordance with paragraph 3, 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 **November 30, 2025**.
5. If the unit is not vacated on or before April 30, 2026, then starting May 1, 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 May 1, 2026.

December 11, 2025
Date Issued

Ryan Gacnik
Hearings Officer, Landlord and Tenant Board

June 4, 2026
Date Amended

Ryan Gacnik
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 November 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.