



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-034511-26

In the matter of: 1005-3275 Sheppard Ave. E.
Toronto, Ontario M1T3P1

Between: Falco Properties Landlord

And

Dionie Lindo Tenant

Falco Properties (the 'Landlord') applied for an order to terminate the tenancy and evict Dionie Lindo (the 'Tenant') because:

- the Tenant did not pay the rent owed (L1 Application); and
- the Tenant has been persistently late in paying the rent; (L2 Application).

This application was heard by videoconference on June 4, 2026.

The Landlord's Agent, Nancy Gallucci, and the Tenant attended the hearing.

The Tenant declined to met with Tenant Duty Counsel prior to the commencement of the hearing.

At the hearing the parties consented to the following terms and conditions. I was satisfied that the parties provided informed consent.

It is agreed that:

1. The Landlord served the Tenant with a valid 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 \$1,286.99. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$42.31. This amount is calculated as follows: \$1,286.99 x 12, divided by 365 days.

5. The Tenant has paid \$1,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2026, are \$5,334.95.
7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,242.62 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.
9. Interest on the rent deposit, in the amount of \$11.08 is owing to the Tenant for the period from January 1, 2026, to June 4, 2026.
10. At the hearing, parties agreed that the Tenant would pay to the Landlord \$5,535.95 as per the payment schedule outlined in this order. The Tenant also agreed to pay the lawful rent to the Landlord on time and in full as it comes due for the period from July 1, 2026, to October 1, 2027.

It is ordered on consent that:

L1 Application

1. The Tenant shall pay to the Landlord \$5,535.95 for arrears of rent up to June 30, 2026, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Payment #	Payment Date (on or before)	Payment Amount	Balance
1	June 11, 2026	\$1,286.99	\$4,248.96
2	June 30, 2026	\$600.00	\$3,648.96
3	July 15, 2026	\$600.00	\$3,048.96
4	July 31, 2026	\$600.00	\$2,448.96
5	August 15, 2026	\$600.00	\$1,848.96
6	August 31, 2026	\$600.00	\$1,248.96
7	September 15, 2026	\$600.00	\$648.96
8	September 30, 2026	\$600.00	\$48.96
9	October 15, 2026	\$48.96	\$0.00

3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period from July 1, 2026, to October 1, 2026, or until the arrears are paid in full, whichever date is earliest.

4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 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 June 30, 2026.

L2 Application

5. If the Tenant voids the L1 portion of the order in accordance with paragraph 2 above, the tenancy shall continue on the following terms.
6. The Tenant shall pay the Landlord the monthly rent due on or before the first day of the month for the period from June 1, 2026, to October 1, 2027.
7. If the Tenant fails to make any of the payments in paragraph 6 above, the Landlord may apply under section 78 of the Act, within 30 days of the breach and without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant.

June 8, 2026
Date Issued

Ken Audziss
Member, 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.