



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-022699-26

In the matter of: 1501, 50 DRIFTWOOD AVE
NORTH YORK ON M3N2M6

Between: Hazelview Property Services Inc Landlord

And

Toneysha Sudlow Tenant

Hazelview Property Services Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Toneysha Sudlow (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

The application was scheduled to be heard by video conference on June 2, 2026, at which time the parties elected to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer/Hearings Officer, Sarah Visnovec.

The Landlord's representative, Marian Talavera, and the Tenant were present. The Tenant declined their opportunity to speak with Tenant Duty Counsel prior to the hearing.

As a result of the mediation, the parties mutually agreed to resolve all matters raised in the application and requested an order on consent, and I am satisfied that the parties understand the consequences of their consent

Agreed facts:

1. The Tenant vacated the rental unit on March 31, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit
2. The lawful rent is \$2,384.00. It was due on the 1st day of each month.
3. The rent arrears owing to March 31, 2026 are \$11,910.87.
4. The Landlord is entitled to \$40.00 to reimburse the Landlord for administration charges and \$10.00 for bank fees the Landlord incurred as a result of 2 cheques given by or on behalf of the Tenant which were returned NSF.

5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. The Landlord collected a rent deposit of \$2,384.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
7. Interest on the rent deposit, in the amount of \$20.99 is owing to the Tenant for the period from January 1, 2026 to March 31, 2026.
8. The Landlord collected an \$80.00 key deposit from the Tenant. The Tenant has returned the keys.

On consent, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of March 31, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$9,661.88. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application and unpaid NSF charges. The rent deposit, key deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. The Tenant shall pay the Landlord the full amount owing as set out in this order as follows:
 1. Installments of \$1,380.26 due on or before the last day of each month for the period commencing June 30, 2026, to November 30, 2026.
 2. A final payment of \$1,381.88 on or before December 31, 2026.
4. If the Tenant fails to make any one of the payments in accordance with paragraph 3 of this order, the outstanding balance to be paid by the Tenant to the Landlord pursuant to paragraphs 2 of this order shall become payable on the day following the date of default. The monies owing shall bear interest at the post-judgement interest rate determined under subsection 207(7) of the *Residential Tenancies Act, 2006*.

June 5, 2026
Date Issued

Sarah Visnovec
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$11,910.87
Application Filing Fee	\$186.00
NSF Charges	\$50.00
Less the amount of the last month's rent deposit	- \$2,384.00
Less the key deposit	-\$80.00
Less the amount of the interest on the last month's rent deposit	- \$20.99
Total amount owing to the Landlord	\$9,661.88