



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-002019-26

In the matter of: 08, 35 PROVENCE TRAIL
ETOBICOKE ON M9V5B6

Between: NIVLOG INVESTMENTS LTD Landlord

And

Tanisha Edwards Tenant

NIVLOG INVESTMENTS LTD (the 'Landlord') applied for an order to terminate the tenancy and evict Tanisha Edwards (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was mediated by videoconference on June 8, 2026. Paralegal, Daniel Coulson, attended on behalf of the Landlord. The Tenant attended, after speaking with Duty Counsel. The parties reached a settlement and requested a consent order. I was satisfied the parties made informed decisions, understanding the terms and consequences.

Preliminary Matter:

The parties agree to amend the application to include a Last Month's Rent deposit in the amount of \$2,225.00.

General Information:

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 current rent is \$2,225.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$73.15. This amount is calculated as follows: \$2,225.00 x 12, divided by 365 days.
5. The rent arrears owing to June 30, 2026 \$15,575.00.
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 \$2,225.00 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.
8. The parties agree to terminate the tenancy, effective June 30, 2026. The Tenant agrees, on or before June 30, 2026, to: (1) voluntarily move out of the unit (2) leave the unit in a similar condition as when she moved in (3) take all her personal belongings, including her own garbage and (4) hand deliver the unit keys to the onsite superintendent. The parties may arrange a joint move out inspection.
9. After speaking with Duty Counsel, the Tenant plans to file applications against the Landlord. As a result, this order does not resolve all the issues between the parties.

On consent, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated, effective June 30, 2026. The Tenant must move out of the unit on or before June 30, 2026.
2. If the Tenant does not vacate the unit by June 30, 2026, the Tenant shall pay the Landlord compensation of \$73.15 per day for the use of the unit starting July 1, 2026 until the date the Tenant moves out of the unit.
3. The Tenant owes the Landlord \$13,536.00 comprised of rent arrears to June 30, 2026 (\$15,575.00) plus the Landlord's filing fee (\$186.00) less the Last Month's Rent deposit (\$2,225.00).
4. If the Tenant does not pay the Landlord the full amount owing (\$13,536.00) on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.
5. If the unit is not vacated on or before June 30, 2026, then starting July 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 July 1, 2026.

June 19, 2026
Date Issued

Shawn Hayman
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 January 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.