



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-034509-26

In the matter of: 203, 46 EMMA ST
GUELPH ON N1E1T6

Between: Neumann Powell Properties Inc Landlord

And

Darren Fung Tenant

Neumann Powell Properties Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Darren Fung (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 application was scheduled to be heard by video conference on June 4, 2026. Before the start of the hearing, the Landlord's Representative, Elizabeth Anani and the Tenant Darren Fung advised that the parties had reached an agreement.

The parties requested that Dispute Resolution Officer (DRO) Sarah Harriman issue an order on consent to resolve all matters raised in the application.

Upon reviewing the terms of the consent with the parties, I was satisfied that the parties understood the terms and consequences of their consent.

Agreed Facts:

1. As of the hearing date, the Tenant was still in possession of the rental unit.
2. The lawful rent is \$1,873.54. It is due on the 1st day of each month.
3. For the months of **July 2026** and **August 2026** the lawful monthly rent for will be due on the **seventh (7th)** day of the month instead of the **first (1st)** day of the month.
4. Based on the Monthly rent, the daily rent/compensation is \$61.60. This amount is calculated as follows: \$1,873.54 x 12, divided by 365 days.
5. The rent arrears owing to June 30, 2026 are \$1,873.54.

6. The Landlord shall waive the arrears of rent (\$1873.54) and costs (\$186.00) if the Tenant vacates the unit on or before **August 31, 2026**.
7. There is no last month's rent deposit.
8. The parties agreed to a final, non-voidable eviction order based on the parties' agreement to terminate the tenancy. Therefore, the Tenant does not have the option to void the order by paying the arrears and costs.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant is terminated and **the Tenant must move out of the rental unit on or before August 31, 2026**.
2. 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.
3. 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.
4. The Tenant shall pay the rent to the Landlord for the months of July 2026 and August 2026 in accordance with the following schedule:
 - a) \$1,873.54 on or before July 7, 2026, and;
 - b) \$1,873.54 on or before August 7, 2026.
5. If the Tenant fails to make payment in accordance with paragraphs 4 of this order, then the outstanding balance of any arrears of rent to be paid by the Tenant to the Landlords pursuant to paragraph 4 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. **This may result in the Board issuing an order that terminates the tenancy before August 31, 2026.**

If the Tenant vacates the unit on or before August 31, 2026

6. The Landlord shall waive the arrears of rent up to June 30, 2026 (\$1,873.54) and costs (\$186.00).
7. If the Tenant vacates the unit before **August 31, 2026**, and has made a payment in accordance with paragraph 4, the Landlord shall reimburse the Tenant for the unused portion of the rent on a per-diem basis up to the date the Tenant vacated.

If the Tenant vacates the unit after August 31, 2026

8. The Tenant shall pay to the Landlord arrears of rent up to June 30, 2026 (\$1,873.54) and costs (\$186.00).
9. The Tenant shall also pay the Landlord compensation of \$61.60 per day for the use of the unit starting September 1, 2026 until the date the Tenant moves out of the unit.
10. If the Tenant does not pay the Landlord, the full amount owing 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.

June 12, 2026
Date Issued

Sarah Harriman
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 December 24, 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.