



Order under Section 30 & 31  
**Residential Tenancies Act, 2006**

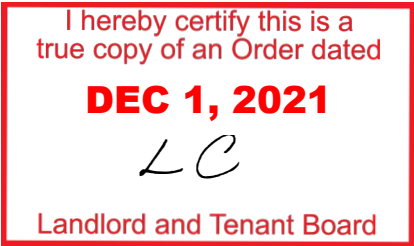
**File Number:** TST-21826-21

**In the matter of:** 3RD FLOOR, 234 PEARSON AVENUE  
TORONTO ON M6R1G7

**Between:** Lisa Ferguson

**and**

Helena Grzesiowski  
Richard Grzesiowski



Tenant

Landlords

Lisa Ferguson (the 'Tenant') applied for an order determining that Helena Grzesiowski and Richard Grzesiowski (the 'Landlords') harassed, obstructed, coerced, threatened or interfered with the Tenant, substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of the Tenant's household and withheld or deliberately interfered with the reasonable supply of a vital service, care service, or food that the Landlords are obligated to supply under the tenancy agreement; and failed to meet the Landlords' maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

This application was heard in Passcode: 994 6973 8312# on November 24, 2021. The Tenant, represented by Mitvchell Kent, and the Landlord Helena Grzeosiowski, represented by Janust Chojnacki, attended the hearing.

At the hearing, the parties consented to the following order.

The parties agree that this is in full and final settlement of all issues that arose from the tenancy to the date of this hearing.

The payments ordered below are to be sent to the Tenant's brother Blair Ferguson, made out to the Tenant at: 597 Route 104, Spring Valley, Prince Edward Island, C0B 1M0.

**On Consent it is Ordered that:**

1. The Landlords shall pay to the Tenant \$35,000.00 in guaranteed funds as follows:
  - The Landlords shall pay to the Tenant \$11,666.66 on or before November 30, 2021.

- The Landlords shall pay to the Tenant \$11,666.66 on or before December 15, 2021.
  - The Landlords shall pay to the Tenant \$11,666.86 on or before December 30, 2021.
2. The Landlords shall also return to the Tenant \$650.00 representing the last month rent deposit on or before November 30, 2021.
  3. The Tenant has the right at any time after a breach of a payment to collect the full amount at any time.
  4. If the Landlords do not pay the full amount owing the Landlords will owe interest. This will be simple interest calculated at 2% annually on the outstanding balance from the date a payment is not made in full.
  5. The tenancy between the Landlord and the Tenant is terminated on November 30, 2021.



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**Greg Joy**  
Member, Landlord and Tenant Board

**December 1, 2021**  
**Date Issued**

Toronto South-RO  
15 Grosvenor Street, 1st 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.