



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-000912-25

LTB-L-000914-25

In the matter of: 410, 830 LAWRENCE AVE W
NORTH YORK ON M6A0B6

Between: Kumar Selvaratnam

Landlord

And

Mario Scenna

Tenant

LTB-L-000912-25 – L1 Application

Kumar Selvaratnam (the 'Landlord') applied for an order to terminate the tenancy and evict Mario Scenna (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

LTB-L-000914-25 – L2 Application

Kumar Selvaratnam (the 'Landlord') applied for an order to terminate the tenancy and evict Mario Scenna (the 'Tenant') because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

Mediation was held on April 3, 2025. The following parties participated in the mediation: The Landlord's representative, Thirusenthuran Sivapaththam, the Landlord, Kumar Selvaratnam, and the Tenant Mario Scenna.

The parties consented to the following order. I was satisfied that the parties understood the consequences of their consent.

Agreed Facts:

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 lawful rent is \$2,200.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$72.33 This amount is calculated as follows: \$2,200.00 x 12, divided by 365 days.

5. The rent arrears owing to March 31, 2025 are \$11,000.00 The Landlord agrees to waive these arrears in full.
6. The Landlord incurred costs of \$186.00 for filing the application. The Landlord agrees to waive the application filing fee in full.
7. The Landlord collected a rent deposit of \$1,950.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit will be applied to the month of April, 2025 which is the last month of this tenancy.
8. Interest on the rent deposit, in the amount of \$250.00 is owing to the Tenant. Interest on the rent deposit will also be applied to the month of April, 2025.
9. This Order on Consent represents a final, non-voidable termination of this tenancy.
10. This Order on consent represents a full and final settlement of all issues related to this tenancy

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before April 30, 2025.
2. If the unit is not vacated on or before April 30, 2025, the Tenant shall pay the Landlord compensation of \$72.33 per day for the use of the unit starting May 1, 2025 until the date the Tenant moves out of the unit.
3. If the unit is not vacated on or before April 30, 2025, then starting May 1, 2025, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 May 1, 2025
5. This Order on Consent is in full and final settlement of both the L1 Application and the L2 Application.

April 7, 2025
Date Issued


Ryan Gacnik
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 November 1, 2025 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.