



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

File Number: LTB-L-084421-25

In the matter of: 1297 LANG ST
SARNIA ON N7S3L1

Between: Lee Bartley Landlord

And

Brianna Gullins Tenant

Lee Bartley (the 'Landlord') applied for an order to terminate the tenancy and evict Brianna Gullins (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was scheduled to be heard by videoconference on December 17, 2025.

The Landlord and the Landlord's Representative, Kristen Jarvis, attended. The Tenant was present.

The parties mutually agreed to resolve all the issues in the application and requested an order on consent confirming their agreement. I am satisfied that the parties understood the terms and consequences of their consent as set out in the order below.

The Parties agree that:

1. The lawful rent is \$2,500.00. It is due on the 1st day of each month.
2. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 x 12, divided by 365 days.
3. The rent arrears owing to November 30, 2025, are \$15,500.00.
4. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
5. The Landlord collected a rent deposit of \$1,000.00 from the Tenant, and this deposit is still being held by the Landlord.

6. Interest on the rent deposit, in the amount of \$18.84 is owing to the Tenant for the period from March 17, 2025, to December 17, 2025.
7. This order is a final, non-voidable termination of this tenancy based on the parties agreement to terminate the tenancy. The application is amended to include an L3 application for termination of the tenancy. Therefore, the Tenant does not have the option to void the eviction order under subsections 74(4) or 74(11) of the *Residential Tenancies Act, 2006* (the 'Act') by paying the outstanding rent arrears.

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 December 19, 2025.
2. If the unit is not vacated on or before December 19, 2025, then starting December 20, 2025, 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 December 20, 2025.
4. The Tenant shall pay the Landlord \$14,667.16. This amount represents rent arrears owing up to November 30, 2025, and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
5. The Tenant shall also pay the Landlord compensation of \$82.19 per day for the use of the unit starting December 1-19, 2025, in the amount of \$1,561.61.
6. If the Tenant does not pay the Landlord the full amount owing on or before December 19, 2025, the Tenant will start to owe interest. This will be simple interest calculated from December 20, 2025, at 4.00% annually on the balance outstanding.

January 5, 2026
Date Issued

Eno Ubia
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 of the Tenant expires on June 20, 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.