



Order under Section 21.2 of the Statutory Powers Procedure Act and Section 31 of the Residential Tenancies Act, 2006

File Number: LTB-T-033348-25-RV-HR2

In the matter of: Unit B, 122 Dibble Street East
Prescott, ON K0E1T0

Between: Michael Fritz Tenant

and

Mitchell Bloom Landlord

REVIEW ORDER & T2/T6 HEARING ORDER #2 - ON CONSENT

Michael Fritz (the 'Tenant') applied in a T2/T6 application seeking an order determining that Mitchell Bloom (the 'Landlord'):

- entered the rental unit illegally;
- substantially interfered with the Tenant's or a member of the Tenant's household's reasonable enjoyment;
- harassed, coerced, obstructed, threatened, or interfered with the Tenant; and
- failed to repair or maintain the rental unit or the residential complex, or has not complied with health, safety, housing, or maintenance standards.

This application was heard by videoconference on July 9, 2025. Order LTB-T-033348-25 resolving the T2/T6 application was issued by Member K. Delaney on July 24, 2025. The order was amended on August 11, 2025 to LTB-T-033348-25-AM-2 (the 'T2/T6 Order').

On September 10, 2025, the Landlord requested a review of the T2/T6 Order, claiming there were serious errors contained in the order. By interim order LTB-T-033348-25-RV-IN issued on October 16, 2025, Member R. Lang directed the Landlord's request for review to a hearing and stayed the T2/T6 Order.

I heard the request for review by videoconference on November 12, 2025. The Landlord's legal representative Arashdeep Grewal (paralegal) attended the hearing on behalf of the Landlord. The Tenant attended the hearing with his legal representative Corey LeBlanc (lawyer).

Determinations:

Review Granted on Consent

1. The Tenant consented to the Landlord's request for review. The review was therefore granted.

De Novo T2/T6 Order on Consent

2. The parties mutually agreed to resolve all matters at issue in the application and requested a *de novo* order on consent. I was satisfied that the parties understood the consequences of the joint submission.

On consent of the parties, it is ordered that:

3. The T2/T6 Order issued on July 24, 2025 and amended on August 11, 2025, is hereby cancelled, and is replaced with this consent order.
4. The Landlord shall pay the Tenant \$16,500.00 to resolve the T2/T6 Application.
5. The parties acknowledge that the Landlord already paid the Tenant \$1,500.00 in August, 2025 towards the settlement.
6. The remaining \$15,000.00 balance of the settlement shall be paid by the Landlord to the Tenant by cheque, according to the following terms: (a) the Landlord shall pay the Tenant \$7,500.00 on or by December 4, 2025; and (b) the Landlord shall pay the Tenant \$7,500.00 forthwith, upon the Tenant giving vacant possession of the rental unit back to the Landlord, in good condition.
7. The parties acknowledge that the Landlord continues to hold a last month's rent deposit of \$1,050.00, which shall be applied towards the last month of the tenancy: February, 2026.
8. The parties acknowledge that interest on the last month's rent deposit was last paid out to the Tenant up to June 30, 2025. Interest owing from July 1, 2025 to the vacate date shall be applied towards the last month of the tenancy, so that no further balance of monthly rent is owing for the month of February, 2026.
9. The current monthly rent is \$1,103.26, due on the first (1st) day of each month. The Tenant shall pay the normal monthly rent due for December 2025 and January 2026 on time and in full. If rent is not paid for either of these months, the Landlord may deduct any rent arrears owing for December 2025 and/or January 2026 from the \$7,500.00 payment the Landlord shall make to the Tenant upon vacant possession.
10. If the Landlord does not pay the Tenant the full amounts owing by the conditions and due dates ordered in paragraphs 6, 7, 8 and 9 above, then the Landlord will start to owe interest. This will be simple interest calculated from the day after the payment due date, at 4.00% annually on the balance outstanding.
11. The parties acknowledge that there is currently damage to the rental unit including 2 walls that have been "ripped" and the upstairs ceiling damaged from "plumbing work". The

Landlord agrees not to hold the Tenant responsible for any of this specified damage. The existing specific damage will not be considered in determining the “good condition” of the rental unit upon vacant possession.

12. The tenancy is terminated effective February 28, 2026.
13. The Tenant agrees to deliver vacant possession of the rental unit to the Landlord on or by February 28, 2026.
14. If the rental unit is not vacated on or by February 28, 2026, then starting March 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
15. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the rental unit to the Landlord on or after March 1, 2026.
16. The parties shall pay to the other any sum of money that is owed as a result of this order.
17. This consent agreement is a full resolution of the T2/T6 Application and is a full and final release of all matters in issue between the parties with respect to the tenancy.

January 8, 2026
Date Issued

Michelle Tan
Vice Chair, 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 September 1, 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.