



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-106358-25

In the matter of: Basement, 3544 GOVERNOR'S RD
LYNDEN (Hamilton) ON L0R1T0

Between: Lee Oliphant Landlord
Gail Gregotski

And

Jason Reynaert Tenant

Lee Oliphant and Gail Gregotski (the 'Landlord') applied for an order to terminate the tenancy and evict Jason Reynaert (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes.
- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the building has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord in a building that has three or fewer residential units and the Landlord resides in the building.

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

This application was heard by videoconference on January 8, 2026.

The Landlord's Representative, Jackie Struthers, the Landlord's Agent, Jessica Gregotski and the Tenant, Jason Reynaert attended the hearing. The parties agreed to participate in mediation. As a result of the resolution discussion, the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent.

I was satisfied the parties understood the terms and consequences of their consent.

Agreed Facts:

1. The parties agreed to a final termination of tenancy for January 31, 2026.

2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,800.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$59.18. This amount is calculated as follows: $\$1,800.00 \times 12$, divided by 365 days.
5. The rent arrears owing to January 31, 2026, are \$1,800.00. Provided the Tenant vacates the rental unit on or before January 31, 2026, the Landlord will waive the rental arrears. Should the Tenant fail to vacate, the total amount of arrears becomes due and owing and subject to interest.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs, the parties agreed to divide the application fee between the two parties, the Tenant will pay \$93.00. Should the Tenant fail to vacate, half of the filing fee becomes due and owing and subject to interest.
7. The Landlord collected a rent deposit of \$1,800.00 from the Tenant and this deposit is still being held by the Landlord. The parties agreed the Landlord will return the deposit to the Tenant within one business day upon return of the keys and vacant possession of the rental unit on or before January 31, 2026.
8. Interest on the rent deposit, in the amount of \$19.88 is owing to the Tenant for the period from July 1, 2025 to January 8, 2026. This amount will be returned to the Tenant with the deposit.
9. The parties agreed when the Tenant will provide the Landlord with a forwarding mail address when known and this communication can be done through the Landlord's Representative.
10. The parties agreed this order resolves all issues in the tenancy to January 8, 2026.

On consent it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated on January 31, 2026.
2. If the unit is not vacated on or before January 31, 2026, then starting February 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 February 1, 2026.
4. The Tenant shall pay the Landlord compensation of \$59.18 per day for the use of the unit starting January 9, 2026, until the date the Tenant moves out of the unit.
5. The rent arrears owing to January 31, 2026, including half of the filing fee are \$1,893.00. Provided the Tenant vacates the rental unit on or before January 31, 2026, and returns the rental unit keys, the Landlord shall waive the rental arrears and costs.
6. If the Tenant fails to vacate the rental unit on or before January 31, 2026, the arrears and half the costs become due and owing, and the Tenant is also subject to interest. This will

be simple interest calculated from February 1, 2026, at 4.00% annually on the balance outstanding.

7. Upon vacant possession of the rental unit and return of the rental unit keys, the Landlord shall return the last month's rent deposit and the interest on the deposit for a total of \$1,819.88 to be paid to the Tenant within one business day.
8. This order resolves all issues in the tenancy to January 8, 2026.

January 15, 2026
Date Issued

Tanya Speedie
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 August 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.