



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

File Number: LTB-L-082260-25

In the matter of: 9, 523 BAY ST
MIDLAND ON L4R1L2

Between: 521 Bay Street GP Inc c/o Waterside Mgmt Inc Landlord

And

Colleen Sills-Noxon Tenants
Mathew Forget

521 Bay Street GP Inc c/o Waterside Mgmt Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Colleen Sills-Noxon and Mathew Forget (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

The parties attended a hearing on January 6, 2026, by video conference. The parties elected to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer (DRO). The Landlord's Legal Representative, Emily Barbati and Tenants Colleen Sills-Noxon on behalf of both the Tenants were present.

The parties requested a consent order, and I am satisfied that the parties understand the consequences of their consent.

The parties agreed that:

1. The parties reached consent on extended standard order with the termination date of February 28, 2026.
2. The Landlord served the Tenants with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
3. As of the hearing date, the Tenants were still in possession of the rental unit.
4. The lawful rent is \$2,400.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$78.90. This amount is calculated as follows: \$2,400.00 x 12, divided by 365 days.
6. The rent arrears owing to January 31, 2026, are \$10,958.86

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The total rent arrears and costs owing to January 31, 2026, are \$11,144.86.
9. The Landlord collected a rent deposit of \$2,000.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated. The Tenants agreed that the last month's rent deposit was \$2,400.00, and there is still \$400.00 balance owing to the Landlord.
10. Interest on the rent deposit, in the amount of \$54.26 is owing to the Tenants for the period from December 1, 2024, to January 6, 2026.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

\$11,144.86 if the payment is made on or before January 31, 2026.

Or

\$13,544.86 if the payment is made on or before February 28, 2026.

3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants had paid the full amount owing as ordered plus any additional rent that became due after February 28, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before February 28, 2026.**
5. If the unit is not vacated on or before 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.
6. 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 March 1, 2026.
7. The Tenants shall also pay the Landlord compensation of \$78.90 per day for the use of the unit starting March 1, 2026, until the date the Tenants move out of the unit.
8. The last month's rent deposit shall be applied the last month of Tenancy in February 2026.
9. The Tenant shall also pay to the Landlord \$400.00 for the balance owing on the last month's rent deposit.

10. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$11,490.60. This amount includes \$11,144.86 rent arrears owing up to January 31, 2026, and the cost of filing the application, minus \$54.26 interest the Landlord owes on the rent deposit, plus \$400.00 the balance owing on the last month's rent deposit.
11. If the Tenants do not pay the Landlord the full amount owing on or before February 28, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 1, 2026, at 4.00% annually on the balance outstanding.

January 16, 2026
Date Issued

Maryam Cooper
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 28, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before January 27, 2026

Rent Owing To January 31, 2026	\$10,958.86
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$11,144.86