



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-080624-25

In the matter of: 198A Kent St
Mitchell ON N0K 1N0

Between: Perth and Stratford Housing Corporation Landlord

and

Brenda Brawn Tenant

Perth and Stratford Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Brenda Brawn (the 'Tenant') because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises.

Perth and Stratford Housing Corporation (the 'Landlord') also applied for an order requiring Brenda Brawn (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was scheduled for videoconference on January 12, 2026.

The Landlord's Agent Leah White, the Tenant, and the Tenant's Representative Robert Spencer engaged in private settlement discussions on the day of the hearing. Parties reached an agreement and requested an order on consent.

I am satisfied that the parties understand the consequences of their consent, including waiving their right to a hearing on this application.

Agreed Facts:

- 1) This is a rent-geared-to-income subsidized unit.
- 2) The current rent is \$274.00. It is due on the 1st day of each month.
- 3) Based on the monthly rent, the daily compensation is \$9.01. This amount is calculated as follows: \$274.00 x 12 months, divided by 365 days.

- 4) The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs. However, the Landlord is waiving collection of these costs.
- 5) There is no last month's rent deposit.
- 6) This tenancy is terminated in a non-voidable manner and the Tenant will move out by April 30, 2026.
- 7) The Tenant will provide written notice to the Landlord if the Tenant intends to vacate the unit earlier than April 30, 2026.
- 8) If the Tenant vacates the unit early, the Landlord will deduct from rent payments the per diem rent of \$9.01 for each day the Tenant leaves prior to April 30, 2026.
- 9) The Landlord will add to Tenant's ledger the final, total amount owed by the Tenant for damage to the unit after the repairs are completed and the Tenant has vacated the unit.

It is ordered on consent of the parties that:

1. The tenancy between the Landlord and the Tenant is terminated. **The Tenant and all occupants must move out of the rental unit on or before April 30, 2026.**
2. If the unit is not vacated on or before April 30, 2026, then starting May 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 May 1, 2026.
4. The Tenant shall also pay the Landlord compensation of \$9.01 per day for the use of the unit starting May 1, 2026 until the date the Tenant moves out of the unit.
5. This order is in full and final settlement of this application.

January 20, 2026
Date Issued

Denise Hannivan
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 November 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.