



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

File Number: LTB-L-089448-25
LTB-L-091867-25

In the matter of: 1451 MARCEL ST
SUDBURY ON P3E4G5

Between: KYLE PATRICK
GILLIAN CLARK Landlords

And

JOSIAH MIFFLIN
JESSICA PIERCE Tenants

L1 Application – LTB-L-089448-25

KYLE PATRICK and GILLIAN CLARK (the 'Landlords') applied for an order to terminate the tenancy and evict JOSIAH MIFFLIN and JESSICA PIERCE (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

L2 Application – LTB-L-091867-25

KYLE PATRICK and GILLIAN CLARK (the 'Landlords') applied for an order to terminate the tenancy and evict JOSIAH MIFFLIN and JESSICA PIERCE (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another tenant;
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises.

The application was heard by videoconference on January 6, 2026. The Landlords' legal representative, Angie Gravelle and the Tenant, Jessica Pierce attended the hearing. The Tenant, Jessica Pierce provided evidence that she was authorized by the second Tenant, Josiah Mifflin to represent him in this matter. The Tenant did not meet with Duty Counsel prior to the hearing.

Before the start of the hearing the parties advised that they had reached an agreement. 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 that the parties understood the terms and consequences of their consent.

Agreed Facts:

1. The Landlords 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful monthly rent is \$2,152.50. It is due on the 1st day of each month.
5. Based on the monthly rent, the daily rent/compensation is \$70.77. This amount is calculated as follows: \$2,152.50 x 12 months, divided by 365 days.
6. The rent arrears owing to January 31, 2026 are \$10,815.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit in the amount of \$2,100.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated. The rent deposit will apply as rent for the month of January 2026.
9. Interest on the last month rent deposit, in the amount of \$182.84 is owing to the Tenants for the period from June 1, 2021 to December 31, 2025. The amount of \$52.50 has been used to increase the amount of the rent deposit held by the Landlords so that is equal to the current lawful rent. The remaining balance in the amount of \$130.34 will be deducted from the amount of arrears.
10. Because the Tenants will terminate the tenancy on or before January 31, 2026, the Landlords wish to withdraw the claim for damages and the L2 Application. In accordance with subsection 200(4) of the *Residential Tenancies Act, 2006* (the 'Act') I consent to the withdrawal of the application.

On consent it is ordered that:

L1 Application

1. The tenancy between the Landlords and the Tenants is terminated on January 31, 2026. The Tenants must move out of the rental unit on or before January 31, 2026.
2. If the unit is not vacated on or before January 31, 2026, then starting February 1, 2026, the Landlords 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 Landlords on or after February 1, 2026.

4. The Landlords shall apply the last month rent deposit to the month of January 2026 (i.e. for the period January 1, 2026 to January 31, 2026), which is the last rental period of the tenancy.
5. The Tenants shall pay to the Landlords \$10,870.66 which represents arrears of rent for the period ending January 31, 2026 (\$10,815.00), less the remaining balance of interest on the rent deposit (\$130.34) plus the application filing fee (\$186.00).
6. The Tenants shall pay to the Landlords the amount set out in paragraph 5 of this order on or before January 31, 2026.
7. If the Tenants fail to make the payment in accordance with paragraphs 5 and 6 of this order, the full balance owing becomes due and payable immediately and the Tenants will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.
8. If the Tenants do not vacate the rental unit on or before January 31, 2026, the Tenants shall pay to the Landlords compensation of \$70.77 per day for the use of the unit starting February 1, 2026 until the date the Tenants move out of the unit.

L2 Application

9. The application is withdrawn.

January 15, 2026
Date Issued

Floredana Ungureanu
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.