



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

**File Number:** LTB-L-093674-25

**In the matter of:** B, 6 BOWMAN AVE  
BARRIE ON L4M1V2

**Between:** Helen Koutroubis Landlord

**And**

Jesse Kugler Tenant

Helen Koutroubis (the 'Landlord') applied for an order to terminate the tenancy and evict Jesse Kugler (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was mediated by videoconference on January 7, 2026. Paralegal, Kimberley Brock, attended with the Landlord. The Tenant attended, after speaking with Duty Counsel. The parties reached settlement and requested a consent order. I was satisfied the parties made informed decisions, understanding the terms and consequences.

**Agreed upon facts:**

1. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant 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 Tenant was still in possession of the rental unit. The Tenant lost the unit key. The Landlord will replace the key, at the Tenant's expense, and leave it at the complex on January 8, 2026 at 3:30pm. A picture will be sent by text message from the Landlord to the Tenant disclosing the location of the key.
3. The current rent is \$2,000.00. It is due on the last day of the month.
4. Based on the monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
5. The rent arrears owing to period ending January 30, 2026 are \$4,526.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

7. The Landlord collected a rent deposit of \$2,000.00 from the Tenant 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.
8. According, for the period ending January 30, 2026, the Tenant owes the Landlord \$4,712.00 (\$4,526.00 + \$186.00). Next rent payment due January 31, 2026 in the amount of \$2,000.00. Therefore, the Tenant will owe the Landlord \$6,712.00 for the period ending February 27, 2026.
9. The parties agree to terminate the tenancy, effective March 30, 2026. The Tenant, on or before March 30, 2026, agrees to: (1) voluntarily move out of the unit (2) remove all the personal belongings, including his own garbage (3) leave the unit in a broom swept condition and (4) return the unit keys to the Landlord,
10. The Tenant has the option to move out of the unit sooner than March 30, 2026. The Tenant can notify the Landlord, by email of the specific move out details and make arrangements to return the unit key(s). The Tenant will only be responsible to pay rent for the duration of the tenancy (keys returned).
11. For information purposes only, the parties agree the Tenant has paid the utilities for: (1) Electra to November 14, 2025 (2) Embridge to November 28, 2025 and (3) Water to November 30, 2025. The Tenant will continue to pay the Landlord the future utilities, upon receipt of the text from the Landlord, detailing the next payment amount/due date.

**On Consent, it is ordered that:**

1. The tenancy between the Landlord and Tenant is terminated, effective March 30, 2026. The Tenant must move out of the unit on or before March 30, 2026.
2. If the unit is not vacated on or before March 30, 2026, then starting March 31, 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 March 31, 2026.
4. The Last Month's Rent deposit will be applied to the last month of the tenancy (February 28, 2026 to March 30, 2026).
5. If the Tenant does not vacate on or before March 30, 2026, the Tenant shall pay the Landlord compensation of \$65.75 per day for the use of the unit starting March 31, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall pay the Landlord \$6,712.00 for the period ending February 27, 2026 comprised of outstanding rent and filing costs. The Tenant agrees to pay the Landlord \$6,712.00 as follows:
  - . \$600.00 minimum on or before January 9, 2026
  - . \$600.00 minimum on or before January 16, 2026
  - . \$600.00 minimum on or before January 23, 2026

- . \$600.00 minimum on or before January 30, 2026
- . \$600.00 minimum on or before February 6, 2026
- . \$600.00 minimum on or before February 13, 2026
- . \$600.00 minimum on or before February 20, 2026
- . \$600.00 minimum on or before February 27, 2026
- . \$600.00 minimum on or before March 6, 2026
- . \$600.00 minimum on or before March 13, 2026
- . \$712.00 on or before March 20, 2026

If the Tenant fails to make any one of the payments, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting (earlier than March 30, 2026) the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing that have not been included in this order.

7. If the Tenant does not pay the Landlord the full amount owing on or before March 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 21, 2026 at 4.00% annually on the balance outstanding.

**January 21, 2026**  
**Date Issued**

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Shawn Hayman  
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 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.