



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-087238-25

In the matter of: 535 JAMES ST W
GRAVENHURST ON P1P1P4

Between: The Estate of Ralph Scales Landlord
By his Estate Trustee, Tomas Rudinskas

And

Jason McIntyre Tenant

The Estate of Ralph Scales By his Estate Trustee, Tomas Rudinskas (the 'Landlord') applied for an order to terminate the tenancy and evict Jason McIntyre (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was mediated by videoconference on January 7, 2027. Lawyer, Riley Brooks, and Paralegal, Karen Scott, attended on behalf of the Landlord. Lawyer, Jayson Swain, attended with the Tenant. After reviewing the paperwork and having a lengthy discussion, the parties reached a settlement and requested a consent order. I was satisfied the parties made informed decisions, understanding the terms and consequences.

Agreed upon information:

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.
3. The current rent is \$800.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$26.30. This amount is calculated as follows: \$800.00 x 12, divided by 365 days.
5. The rent arrears owing to January 31, 2026 are \$16,800.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. There is no last month's rent deposit.
8. The parties agree to terminate the tenancy effective March 16, 2026. The Tenant agrees on or before March 16, 2026, to: (1) voluntarily move out of the unit (2) take all his

personal belongings, including his own garbage and (3) return the unit keys of the Landlord, by delivering them to the Lake County Community Legal Clinic. Note: The Landlord is “not concerned about the condition of the unit”.

9. The monthly rent for February 2026 is \$800.00 and the rent for March 2026 (16 days X \$26.30) is \$420.80.
10. Accordingly, the Tenant owes the Landlord \$18,206.80 (\$16,800.00 + \$800.00 + \$420.80 arrears plus \$186.00 filing costs) for the period ending March 16, 2026.
11. Conditional upon the Tenant vacating the unit and returning the unit keys to the Landlord, on or before March 16, 2026, the Landlord will waive the total amount owing (\$18,206.80). If the Tenant does not move out of the unit and return the unit keys to the Landlord on or before March 16, 2026, the Tenant will owe the Landlord \$18,206.80 by March 16, 2026 with interest provisions commencing March 17, 2026.
12. Conditional upon the Tenant vacating the unit and returning the unit keys to the Landlord, on or before March 16, 2026, the Landlord agrees to pay the Tenant \$20,000.00 for “pain and suffering” on March 16, 2026 (by dispersing the funds into a trust account at the Lake Country Community Legal Clinic). If the Tenant does not move out of the unit and return the unit keys to the Landlord, on or before March 16, 2026, the Landlord is not required to pay the Tenant \$20,000.00.
13. Upon receipt of the unit keys, on or before March 16, 2026, the Landlord will discontinue their application to Superior Court (file number: CV-25-0063-0000), without costs to either party.
14. This resolves all the issues between the parties. The parties will not file any further applications or complaints with the Landlord and Tenant Board or any other court, jurisdiction or entity regarding this tenancy an/or these relationships.

On consent, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated, effective March 16, 2026. The Tenant must move out of the unit on or before March 16, 2026.
2. If the unit is not vacated on or before March 16, 2026, then starting March 17, 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 17, 2026.
4. If the unit is not vacated on or before March 16, 2026, the Tenant shall pay the Landlord compensation of \$26.30 per day for the use of the unit starting March 17, 2026, until the date the Tenant moves out of the unit.
5. The Tenant owes the Landlord rent arrears of \$18,020.80 plus filing costs of \$186.00, totalling \$18,206.80 for the period ending March 16, 2026.

6. If the unit is not vacated on or before March 16, 2026, the Tenant shall pay the Landlord \$18,206.80 by March 16, 2026 with interest provisions commencing March 17, 2026 at the post judgement interest rate of 4.00% annually on the balance outstanding.
7. If the unit is vacated on or before March 16, 2026, the Landlord will waive the total amount owing by the Tenant to the Landlord (\$18,206.80) and the Landlord shall pay the Tenant \$20,000.00 on March 16, 2026 with interest provisions commencing March 17, 2026 at the post judgement interest rate of 4.00% annually on the balance outstanding.
8. This resolves all issues/matters between the parties.

January 22, 2026
Date Issued

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 16, 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.