



**Order under Section 78(11)
Residential Tenancies Act, 2006**

File Number: LTB-L-101561-25-SA

In the matter of: 2, 460 MYLES ST
SUDBURY ON P3B2J5

Between: Guy Marcotte Landlord

And

Willard Boucher Tenant

Guy Marcotte (the 'Landlord') applied for an order to terminate the tenancy and evict Willard Boucher (the 'Tenant') and for an order to have the Tenant pay compensation for damage they owe because the Tenant did not meet a condition specified in the order issued by the Landlord and Tenant Board (LTB) on October 31, 2025 with respect to application LTB-L-047470-25.

The Landlord's application was resolved by order LTB-L-101561-25, issued on December 8, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-101561-25.

This motion was scheduled to be heard by videoconference on January 14, 2026, where parties elected to participate in a Board facilitated mediation with the assistance of a Dispute Resolution Officer (DRO).

The Landlord, the Landlord's legal representative, Michael Brown, the Tenant and the Tenant's legal representative, Jonathan Wong participated in the mediation. As a result of the resolution discussions, the parties requested an order on consent.

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

Agreed Facts:

1. As of the hearing date, the Tenant was still in possession of the rental unit.
2. The Tenant has paid to the Landlord the monthly rent due for January 2026.
3. The lawful rent is \$592.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$19.46. This amount is calculated as follows: \$592.00 x 12 months, divided by 365 days.
5. The Landlord collected a rent deposit of \$580.00 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.
6. Interest on the rent deposit, in the amount of \$11.65 is owing to the Tenant for the period from January 31, 2025, to January 14, 2026. The amount of \$11.65 has been used to increase the amount of rent deposit held by the Landlord. The Landlord waives any remaining balance required for the last month's rent.
7. The parties agree to a final, non-voidable eviction order based on the parties' agreement to terminate the tenancy, with a requirement that the Tenant pay their rent on time until they vacate the rental unit at the end of April 2026.

It is ordered on consent that:

1. The motion to set aside Order LTB-L-101561-25, issued on December 8, 2025, is granted.
2. Order LTB-L-101561-25, issued on December 8, 2025, is set aside and cannot be enforced.
3. Order LTB-L-047470-25 issued on October 31, 2025, is amended as follows:
4. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before April 30, 2026.
5. 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.
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 May 1, 2026.
7. As of the date of hearing, the amount of rent deposit and interest the Landlord owes on the rent deposit exceeds the daily compensation the Landlord is entitled to by \$591.65. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$19.46 per day for compensation for the use of the unit starting February 1, 2026, until the date the Tenant moves out of the unit.
8. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
9. The Tenant shall pay to the Landlord \$600.00. This amount represents the outstanding balance for compensation of damage.

10. The Tenant shall pay to the Landlord the amount set out in paragraph 9 in accordance with the following schedule:

- \$300.00 on or before February 1, 2026.
- \$300.00 on or before March 1, 2026.

11. If the Tenant fails to make a payment in accordance with paragraph 10 of this order, the balance becomes due and payable immediately and simple interest will be calculated as per the *Courts of Justice Act* on any balance outstanding.

January 26, 2026
Date Issued

Oluwatobi Abobarin
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 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.