



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-107073-25

In the matter of: 511, 118 RIVERVIEW DR
CHATHAM ON N7M 1A5

Between: LANZ-O'BRIEN HOLDING INC Landlord

and

JUDY HEELY Tenant

LANZ-O'BRIEN HOLDING INC (the 'Landlord') applied for an order to terminate the tenancy and evict JUDY HEELY (the 'Tenant') because the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex involving the production of an illegal drug, the trafficking in an illegal drug or the possession of an illegal drug for the purposes of trafficking.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The parties attended a hearing scheduled on January 21, 2026 by videoconference.

The Landlord's Representative Audrey Skinner, the Landlord's Agent Brandy Robertson, the Tenant, and Tenant Support/Duty Counsel Jeff Wilkins engaged in private settlement discussions. Parties reached an agreement. At the meeting with Dispute Resolution Officer (DRO) Denise Hannivan, the parties then engaged in mediation.

The Tenant received legal advice about this application.

As a result of the mediation, the parties requested an order on consent to resolve this application, and 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) The current rent increased to \$893.65 on January 1, 2026. It is due on the 1st day of each month.
- 2) Based on the Monthly rent, the daily rent/compensation is \$29.38. This amount is calculated as follows: \$893.65 x 12 months, divided by 365 days.
- 3) The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
- 4) The Landlord collected a rent deposit of \$800.00 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.
- 5) Interest on the rent deposit, in the amount of \$81.84 is owing to the Tenant for the period from May 1, 2020 to January 21, 2026.
- 6) If the Tenant vacates the unit early, the Tenant will not pay rent for each day vacated *before* March 8, 2026.

It is ordered on consent of the parties that:

1. The tenancy between the Landlord and the Tenant is terminated in a non-voidable manner. **The Tenant must move out of the rental unit on or before March 8, 2026.**
2. **For the duration of the tenancy**, the Tenant or another occupant of the rental unit shall not commit an illegal act or carry on an illegal business at the residential complex involving the production of an illegal drug, trafficking in an illegal drug, possession of an illegal drug for the purposes of trafficking, nor shall the Tenant or another occupant permit someone else to carry out one or more of the above illegal activities involving drugs in the residential complex. More specifically, the Tenant or another occupant or guest of the Tenant's rental unit **shall not engage** in the behaviours described in the N6 Notice of Termination dated December 17, 2025, including but not limited to **engaging in an illegal activity that leads to police presence at the rental unit.**
3. **If the Tenant fails to comply with the condition set out in paragraph 2** of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and **EVICTING THE TENANT EARLIER THAN MARCH 8, 2026.** The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall pay the Landlord compensation of \$29.38 per day for the use of the unit starting March 9, 2026 to the date the Tenant moves out of the unit.
5. If the unit is not vacated on or before March 8, 2026, then starting March 9, 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 March 9, 2026.

7. The Tenant shall pay the Landlord the \$186.00 filing fee. Simple interest at 4% annually begins to accrue on the full amount of \$186.00 starting the date of the mediation January 21, 2026.
8. This order is in full and final settlement of this application.

January 27, 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 September 9, 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.