



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-095397-25

In the matter of: 907, 36 ROBINSON AVE
OTTAWA ON K1N8N8

Between: Capital Park II LP Landlord

And

Paul Charlotin Tenant
Cathia Charlotin

Capital Park II LP (the 'Landlord') applied for an order to terminate the tenancy and evict Paul Charlotin and Cathia Charlotin (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 26, 2026.

The Landlord's Legal Representative Allan Kouri, Landlord's Agent Bill Meszaros, the Tenant Paul Charlotin, and the Tenant Cathia Charlotin attended the hearing.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

At the hearing the parties consented to the following order in full and final satisfaction of all issues in this application. I am satisfied the parties understood the terms.

Agreed facts on consent:

1. The Landlord served the Tenant with a valid 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 lawful rent is \$1,900.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$62.47. This amount is calculated as follows: \$1,900.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$8,550.00.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,850.00 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.
9. Interest on the rent deposit, in the amount of \$28.84 is owing to the Tenant for the period from May 1, 2025 to January 26, 2026.

It is ordered on consent that:

1. The tenancy is terminated. The Tenant must move out of the rental unit on or before February 9, 2026.
2. If the unit is not vacated on or before February 9, 2026, then starting February 10, 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 February 10, 2026.
4. The Tenant shall pay the Landlord \$7,143.61, on or before February 9, 2026. This amount represents the full amount of rent and rent in arrears owing to February 9, 2026, plus costs, minus the last month's rent deposit and interest.
5. The Tenant shall also pay the Landlord compensation of \$62.47 per day for the use of the unit starting February 10, 2026 until the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before February 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 10, 2026 at 4.00% annually on the balance outstanding.

January 29, 2026

Date Issued

Kyle Anderson

Member, 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 10, 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.