



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-094905-25

In the matter of: 1, 8 ROSEDALE PLACE
BARRIE ON L4M5E7

Between: Hocking Management Corporation

Landlord

And

Ken Brown

Tenant

Hocking Management Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Ken Brown (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was mediated by videoconference on January 21, 2026.

The Landlord's Agent, Ian Hocking, attended with Legal Representative, Cassandra Weatherston.

The Tenant was self-represented and did not speak with Tenant Duty Counsel prior to the mediation.

The parties elected to participate in LTB-facilitated mediation with the assistance of Angela McLaughlin, a Dispute Resolution Officer and Hearings Officer with the Landlord and Tenant Board.

The parties agree:

1. The parties agree to a final, non-voidable eviction order with an eviction date of March 2, 2026. The application is amended to include an L3 application based on the parties' agreement to terminate the tenancy. As a consequence, the Tenant does not have the option to void the eviction order under subsections 74(4) or 74(11) of the *Residential Tenancies Act, 2006* (the 'Act') by paying the outstanding rent arrears.
2. The lawful monthly rent is \$2,759.52. It is due on the 1st day of each month.
3. The total amount the Tenant owes to the Landlord is \$14,228.80 including arrears of rent (\$14,042.80) and costs (\$186.00) up to January 31, 2026.
4. The Landlord collected a last month's rent deposit of \$2,500.00 on June 24, 2022 and this deposit shall be applied to the rent for February 2026, the last month of the tenancy.

5. Interest on the rent deposit, in the amount of \$212.14 is owing to the Tenant for the period from June 24, 2022 to January 21, 2026, and is applied to the rent for February 2026, the last month of the tenancy.
6. The Tenant will vacate the rental unit by 12:00pm on March 2, 2026.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated and the Tenant must move out of the rental unit on or before March 2, 2026.
2. If the unit is not vacated on or before March 2, 2026, then starting March 3, 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 3, 2026.
4. If the Tenant vacates the rental unit on or before March 2, 2026, the Landlord shall waive all but \$10,000.00 of the outstanding balance.
5. If the Tenant does not vacate the rental unit on or before March 2, 2026, the Tenant shall pay the Landlord \$14,457.62:
 - \$14,042.80 - arrears up to January 31, 2026;
 - \$186.00 - application filing fee;
 - \$47.38 – top up LMR; and
 - \$181.44 rent for March 1, 2026 – March 2, 2026.
6. If the Tenant does not pay the Landlord the full amount owing on or before March 32 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 3, 2025 at 4.00% annually on the balance outstanding.
7. If the Tenant does not vacate the rental unit on or before March 2, 2026, the Tenant shall also pay the Landlord compensation of \$90.72 per day starting March 3, 2026 and continuing until the date the Tenant vacates the rental unit.

February 4, 2026
Date Issued

Angela McLaughlin
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 3, 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.