



**Order under Section 69/89
Residential Tenancies Act, 2006**

File Number: LTB-L-096761-25
LTB-L-095476-25

In the matter of: Lower, 102 BAY ST
STRATFORD ON N5A4K9

Between: 976445 Ontario Ltd. Landlord

And

Payton Melville/Huff Tenant

976445 Ontario Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Payton Melville/Huff (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. (LTB-L-096761-25)

The application was scheduled to be heard on January 28, 2026, by video conference. Before the start of the hearing, the parties engaged in private settlement discussions after which the parties advised that they had reached a full and final settlement to resolve all matters at issue in the application as well as the following related application, which was scheduled to be heard on January 29, 2026:

The Landlord's application for an order to terminate the tenancy and evict the Tenant because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. (LTB-L-095476-25)

The parties requested an order on consent. The matter was referred to Dispute Resolution Officer (DRO) Nancy Fahlgren to assist in finalizing the terms and issue the requested order.

The Landlord's agent, Lynda Becker, the Landlord's representative, Hayley Bettles, the Tenant, and the Tenant's representative, Jamie Hildebrande, were present.

Upon reviewing the terms of the consent with the parties, I was satisfied that the parties understood the terms and consequences of their consent.

Agreed Facts:

1. The tenancy shall terminate as of February 28, 2026, with enforcement provisions.
2. The lawful rent is \$1,200.00. It is due on the 1st day of each month.
3. Based on the monthly rent, the daily rent/compensation is \$39.45. This amount is calculated as follows: $\$1,200.00 \times 12$, divided by 365 days.
4. The Landlord waives all amounts claimed for costs, arrears and rent owing to February 28, 2026.
5. The Landlord also waives the filing fees for both applications.
6. There is no last month's rent deposit.

On consent, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 28, 2026.
2. If the unit is not vacated on or before February 28, 2026, then starting March 1, 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 1, 2026.
4. If the unit is not vacated on or before February 28, 2026, the Tenant shall pay the Landlord compensation of \$39.45 per day for the use of the unit starting March 1, 2026 until the date the Tenant moves out of the unit.

February 4, 2026

Date Issued

Nancy Fahlgren

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 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.