



**Order under Section 69, 31 & 135
Residential Tenancies Act, 2006**

File Number: LTB-L-064535-25
LTB-T-074870-25

In the matter of: 101, 405 DUNDAS ST W
OAKVILLE ON L6M5P9

Between: Bret Pincoe Landlord

And

Patricie Coufalova Tenants
Jorge Luis Acosta Gonzalez

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.

LTB-L-064535-25

Bret Pincoe (the 'Landlord') applied for an order to terminate the tenancy and evict Patricie Coufalova and Jorge Luis Acosta Gonzalez (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.

This application was scheduled to be heard by videoconference on March 26, 2026.

LTB-T-074870-25

Patricie Coufalova and Jorge Luis Acosta Gonzalez (the 'Tenant') applied for an order determining that Bret Pincoe (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.
- collected or retained money illegally.

This application was scheduled to be heard by videoconference on March 5, 2026.

The parties reached a proposed resolution agreement and requested mediation through the Online Dispute Resolution (ODR) Portal.

This application was mediated by videoconference on January 30, 2026, by Felicia Puscalau, Dispute Resolution Officer with the Landlord and Tenant Board.

Both Tenants and the Tenants' Legal Representative, Sarah Vaz, participated in the mediation, along with the Landlord and the Landlord's Legal Representative, Lisa Barder.

The parties have agreed that this mediation resolves both applications and have jointly requested an order on consent. By doing so, they waive their right to a hearing on the merits, and the hearings scheduled for March 5 and March 26, 2026, are cancelled.

Without any admission of fault or liability, the parties consent to the terms set out below. I am satisfied that the terms are consistent with the *Residential Tenancies Act, 2006*, and that the parties' consent was informed, independent, and voluntary.

The parties agree to the following:

1. The parties agree that this consent order is in their respective best interests, resolves both applications **LTB-064535-25** and **LTB-T-074870-25**, mitigates legal costs, and does not constitute an admission of liability by any party.
2. The parties shall keep the terms of this order confidential and shall not disclose them to any third party, except to their spouse or as required by law.
3. Effective the date of this Order, the parties shall not make, publish, or disseminate any disparaging statements concerning one another, the settlement, the subject tenancy, or these proceedings, including on any social media or online platform.
4. The last month's rent in the amount of **\$2,550.00**, collected on April 19, 2025, shall be applied to the rent for **March 2026**.

On consent of the parties, 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 March 31, 2026.
2. If the unit is not vacated on or before March 31, 2026, then starting April 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 April 1, 2026.
4. If the Tenant doesn't move out by March 31, 2026, the Tenant shall pay the Landlord compensation of \$83.84 per day for the use of the unit starting April 1, 2026, until the date the Tenant moves out of the unit.

5. Without admitting liability, the Landlord shall compensate the Tenant **\$2,550.00**, which includes any interest owing on the last month's rent deposit.
6. This compensation shall fully resolve all issues in dispute between the parties up to the date of mediation, January 30, 2026.
7. If the Landlord does not pay the Tenant the full amount owing under paragraph 5 by March 31, 2026, simple interest at **4.00% per annum** shall accrue on the outstanding balance from April 1, 2026.
8. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

February 4, 2026
Date Issued

Felicia Puscalau
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 October 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.