



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

File Number: LTB-L-081545-25

In the matter of: 10 JOHNSON PL
ELLIOT LAKE ON P5A1V5

Between: TERENCE CHAFFEY Landlord

And

WAYNE HAYES Tenants
JOY MARTIN

TERENCE CHAFFEY (the 'Landlord') applied for an order to terminate the tenancy and evict WAYNE HAYES and JOY MARTIN (the 'Tenants') because the Landlord has entered into an agreement of purchase and sale of the rental unit and the purchaser in good faith requires possession of the rental unit for the purpose of residential occupation.

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

The application was heard by videoconference on January 27, 2026. The Landlords' legal representative, Douglas Kearns and the Tenants attended the hearing.

At the hearing, the parties engaged in mediation. As a result of the resolution discussion, the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the terms and consequences of their consent.

Agreed Facts:

1. As of the hearing date, the Tenants were still in possession of the rental unit.
2. The lawful monthly rent is \$1,200.00. It is due on the 1st day of each month.
3. Based on the lawful monthly rent, the daily rent/compensation is \$39.45. This amount is calculated as follows: \$1,200.00 x 12 months, divided by 365 days.
4. The Landlord paid the Tenants one month's compensation as required by Section 48.1 of the *Residential Tenancies Act, 2006* on or before November 30, 2025.
5. The Tenants owe to the Landlord daily compensation in the amount of \$2,643.15 for the period starting from December 1, 2025 to February 5, 2026.

6. There is no last month's rent deposit.
7. The Tenants will make the payments to the Landlord via e-transfer at the email address colbychaffey210@gmail.com

On consent it is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated on February 5, 2026. The Tenants must move out of the rental unit on or before February 5, 2026.
2. If the unit is not vacated on or before February 5, 2026, then starting February 6, 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 6, 2026.
4. If the unit is not vacated on or before February 5, 2026, the Tenants shall pay to the Landlord compensation of \$39.45 per day for the use of the unit starting February 6, 2026 until the date the Tenants move out of the unit.
5. The Tenants shall pay to the Landlord \$2,643.15 which represents daily compensation for the period from December 1, 2025 to February 5, 2026.
6. The Tenants shall pay to the Landlord the amount set out in paragraph 5 in accordance with the following schedule:
 - Payments of \$100.00 on or before the 3rd day of each month starting on March 3, 2026 and continuing each month until April 3, 2028; and
 - a final payment of \$43.15 on or before May 3, 2028.
7. If the Tenants fail to make the payments in accordance with paragraphs 5 and 6 of this order, the full balance owing becomes due and payable immediately and the Tenants will start to owe interest. This will be simple interest calculated from the default date at 4.00% annually on the balance outstanding.

February 4, 2026
Date Issued

Floredana Ungureanu
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 August 6, 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.