



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-096650-25

In the matter of: 43 KENTLEDGE AVE
HOLLAND LANDING ON L9N 0W3

Between: Andy Huang
Hesami Legal Services Landlords

and

Paul Justin Speciale-Plouffe Tenants
Andre Plouffe

Andy Huang and Hesami Legal Services (the 'Landlords') applied for an order to terminate the tenancy and evict Paul Justin Speciale-Plouffe and Andre Plouffe (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 28, 2026. The Landlord and his legal representative, Alireza Hisami, and the Tenants attended the hearing.

At the hearing the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I am satisfied that the parties understand the consequences of their consent, including waiving the right to a hearing for this application.

Agreed Facts:

1. As of the hearing date, the Tenant was still in possession of the rental unit.
2. The lawful rent is \$3,382.50. It is due on the 1st day of each month.
3. Based on the Monthly rent, the daily rent/compensation is \$111.21. This amount is calculated as follows: $\$3,382.50 \times 12$, divided by 365 days.
4. It is not in dispute that there is no last month's rent deposit and that the rent arrears owing to January 31, 2026, are \$10,145.86. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs. Accordingly, the parties agree that \$10,331.36 is owing through January 31, 2026.
5. The parties agree that the rent of \$3,380.50 for the month of February 2026 will be paid on February 15, 2026.
6. At the hearing the parties agreed to terminate the tenancy as of April 15, 2026. The Tenants can serve a 10 days' notice in writing to the Landlord should they wish to leave earlier.

7. The parties agreed to a final, non-voidable eviction order based on the parties' agreement to terminate the tenancy. Therefore, the Tenant does not have the option to void the order by paying the arrears and costs.

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 April 15, 2026.
2. The Tenants shall pay to the Landlord the amount of \$10,331.36 which includes the rent arrears through January 31, 2026, and filing fee of \$186.00, in accordance with the following schedule:

Payment Due Date	Payment Amount
On or before February 1, 2026	\$6,000.00
On or before February 15, 2026	\$4,331.36

3. The Tenant shall also pay the Landlord rent of \$3,380.50 for the month of February 2026 by February 15, 2026
4. The Tenant shall also pay the Landlord compensation of \$111.21 per day for the use of the unit starting March 1, 2026, until the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before April 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 16, 2026, at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before April 15, 2026, then starting April 16, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 16, 2026.

February 6, 2026
Date Issued

 Adeela Alvez
 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 October 16, 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.