



**Order under Section 57
Residential Tenancies Act, 2006**

File Number: LTB-T-037233-25-HR

In the matter of: 129 Blake Street
Renfrew, ON K7V2L1

Between: Jan Wilson Tenant

and

Roger Brisco Landlord

CONSENT ORDER

Jan Wilson (the 'Tenant') applied in a T5 application seeking an order determining that Roger Brisco (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on January 6, 2026. The Tenant attended with tenant duty counsel Karen Smith (paralegal) assisting. The Landlord attended with support Jennifer Roquebrune (office administrator) and their legal representative Sandy Azevedo (paralegal).

The parties mutually agreed to resolve all matters at issue in the application and requested a *de novo* order on consent. I was satisfied that the parties understood the consequences of the joint submission.

It is ordered on consent that:

1. The Tenant acknowledges that the Landlord has already paid the compensation required for the N13 notice of termination.
2. The parties mutually agree to resolve the application by the Landlord paying the Tenant \$2,460.00, which will be paid in 3 installments of \$820.00 each on January 13, 2026, January 27, 2026 and February 10, 2026.
3. If the Landlord does not pay the Tenant the full amounts owing by the due dates ordered in paragraph 2 above, then the Landlord will start to owe interest. This will be simple interest calculated from the day after the payment due date, at 4.00% annually on the balance outstanding.

4. The Tenant agrees to waive the right of first refusal afforded by section 53 of the Act with respect to the rental unit. The parties mutually agree that the Landlord will not keep the Tenant informed about the rental unit and the Tenant waives his right of first refusal to occupy the rental unit when the repairs or renovations are completed.

Determinations:

5. I raised the concern that on several occasions throughout the hearing the Landlord's legal representative caused delay and acted unprofessionally. She failed to respond when called upon, admittedly participated in another contested hearing in another LTB virtual Zoom hearing room (attempting to work out a consent), caused delay during our proceeding by making the Board and all parties wait for her to answer, disrupted my hearing record by having sounds from the other hearing which was occurring at the same time, and showed general disrespect by being double-booked and not fully engaged to participate in this proceeding while her clients, the Tenant, and the Board waited on her.
6. As a result, I proposed Board costs of \$100.00 (for approximately an hour of wasted time and resources), which the representative consented to pay.

It is ordered that:

7. The Landlord's legal representative Sandy Azevedo shall pay the LTB Board costs of \$100.00 due by February 21, 2026 (within the standard 11 days of this order issuance).
8. If the Landlord's legal representative does not pay the Board the full amounts owing by the due dates ordered in paragraph 7 above, then the representative will start to owe interest. This will be simple interest calculated from the day after the payment due date, at 4.00% annually on the balance outstanding.

February 10, 2026
Date Issued

Michelle Tan

Vice Chair, 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.