



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

**File Number:** LTB-L-092328-25

**In the matter of:** 413, 400 GRENFELL ST  
OSHAWA ON L1J4W7

**Between:** THE VALIANT GROUP OF COMPANIES Landlord

**And**

David Leathen Tenant

THE VALIANT GROUP OF COMPANIES (the 'Landlord') applied for an order to terminate the tenancy and evict David Leathen (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 26, 2026. The Landlord's Representative, paralegal, Carri Aylwin, and the Tenant, David Leathen, advised that the parties had reached an agreement. The Tenant did speak with duty counsel prior to the hearing.

The parties requested that Dispute Resolution Officer (DRO) Pauline Brewster issue an order on consent to resolve all matters raised in the application.

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 Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice).
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,247.55. It is due on the 1st day of each month.
4. The Tenant has paid \$1,000.00 to the Landlord since the application was filed.
5. The rent arrears owing to January 31, 2026, are \$3,340.20

6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord collected a rent deposit of \$1,247.55 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.

**On consent of the parties, it is ordered that:**

1. The Tenant shall pay to the Landlord \$3,526.20 which represents arrears of rent (\$3,340.20) plus the application filing fee (\$186.00) for the period ending January 31, 2026.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 2 in accordance with the following schedule:
  - \$800.00 on or before February 28, 2026
  - \$454.36 on or before March 15, 2026
  - \$454.36 on or before April 15, 2026
  - \$454.36 on or before May 15, 2026
  - \$454.36 on or before June 15, 2026
  - \$454.36 on or before July 15, 2026
  - \$454.40 to be paid on or before August 15, 2026.
3. The Tenant shall also pay to the Landlord the lawful monthly for February on or before February 6, 2026.
4. The Tenant shall also pay to the Landlord the lawful monthly rent on time and in full, as it comes due and owing on the 1<sup>st</sup> day of each month, for the period starting March 1, 2026, and continuing each month until August 1, 2026, or until the arrears are paid in full whichever date earliest.
5. If the Tenant fails to make any one of the payments in accordance with paragraphs 2 to 4 of this order, the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pays any new arrears, NSF fees and related charges that became owing after January 31, 2026.

**February 12, 2026**  
**Date Issued**

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Pauline Brewster  
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.