



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

File Number: LTB-L-094087-25/
LTB-T-081232-25/
LTB-T-074689-25

In the matter of: Upper Unit, 19 WATSON DR
BARRIE ON L4M6W3

Between: Valeriano Mestre Landlords
Cathy Mestre

And

Gabriella Hadley Tenant

Valeriano Mestre (the 'Landlords') applied for an order to terminate the tenancy and evict Gabriella Hadley (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another tenant

The application was scheduled to be heard on February 10, 2026, by video conference, at which the parties decided to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer/Hearings Officer, Christine Leitch.

The Landlords' Representative, Krista Birbeck, the Landlords, the Tenant's Representative, Cheryl Widdrington, and the Tenant were present.

As a result of the mediation the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent and I am satisfied that the parties understand the consequences of their consent.

The parties agreed to the following:

1. The parties agreed to also resolve LTB-T-081232-25 (T2 application) and LTB-T-074689-25 (T6 application).
2. The Tenant was in possession of the rental unit on the date the L2 application was filed.

3. The Landlords incurred costs of \$186.00 for filing their application and are entitled to reimbursement of those costs.
4. The Tenant incurred costs of \$96.00 (\$48.00 for LTB-T-081232-25 and \$48.00 for LTB-T-074689-25) for the cost of filing their applications and is entitled to reimbursement of those costs.
5. The Landlords collected a rent deposit of \$1,999.00 from the Tenant and this deposit is still being held by the Landlords. Interest on the rent deposit, in the amount of \$210.26 is owing to the Tenant for the period from April 1, 2021 to February 10, 2026.
6. The rent deposit will be applied to the last month of the tenancy.
7. The monthly rent is \$2,150.00. It is due on the first day of each month.
8. Based on the monthly rent, the daily compensation is \$70.68. This amount is calculated as follows: \$2,150.00 x 12, divided by 365 days.
9. The Landlords agree that the N13 Notice of Termination served on November 30, 2025, is withdrawn and no longer an enforceable notice.
10. The Tenant agrees to return the keys to the rental unit (front door) by leaving the key on the windowsill beside the side door on February 16, 2026.
11. The Tenant agrees to return the garage door opener and mailbox key by leaving them on the kitchen counter at the time of giving vacant possession of the rental unit to the Landlords.
12. The parties agree that no work will be done to the rental complex until the appropriate permits are obtained and posted by the Landlords.
13. The parties agree that no work will be done in the rental unit until after the termination date set out in the order below.
14. The parties agree to the termination date set out in the order below.

It is ordered on consent that:

1. The tenancy between the Landlords 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 Landlords 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 Landlords on or after April 1, 2026.
4. The Tenant shall remove all personal items from the basement on or before February 19, 2026.

5. The Landlords will provide the Tenant with access to the basement beginning February 16, 2026 up to and including February 19, 2026 for the purposes of allowing the Tenant to remove the Tenant's personal belongings.
6. The Landlords will provide access to the basement by changing the locking system to one in which the Tenant does not require a key to enter on or before February 15, 2026.
7. If the Tenant fails to comply with the conditions set out in paragraph 4 of this order, the Landlords may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlords must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
8. The Landlords shall only enter the rental unit in accordance with sections 26 and 27 of the *Residential Tenancies Act, 2006*.
9. The application is amended to include the second landlord, Cathy Mestre.
10. The Tenant's access to the laundry room shall not be interrupted, impeded, or interfered with for the remainder of the tenancy.
11. The Landlords shall pay \$9,500.00 to the Tenant for general compensation related to the T2 and T6 applications.
12. The amount set out in paragraph 11 shall be paid in full on or before March 31, 2026 by e-transfer to gbhadley28@gmail.com. Should a security question be required, the Landlords shall provide the answer to the security question to the Tenant by text or email.
13. If the Landlords do not pay the Tenant the full amount owing on or before March 31, 2026, the Landlords will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.
14. The Tenant shall also pay the Landlords compensation of \$70.68 per day for the use of the unit starting April 1, 2026 until the date the Tenant moves out of the unit.
15. The Landlords waive \$186.00 for the cost of filing LTB-L-094087-25.
16. The Tenant waives \$48.00 for the cost of filing LTB-T-081232-25.
17. The Tenant waives \$48.00 for the cost of filing LTB-T-074689-25.
18. The Landlords and/or the Tenant shall pay to each other any amount that is owing as a result of this order. The parties have the right to collect any amounts owed to them as a result of this order.

February 19, 2026
Date Issued

Christine Leitch
Hearings Officer, Landlords 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.