



**Order under Sections 30, 31 and 69
Residential Tenancies Act, 2006**

File Numbers: LTB-T-063182-25
LTB-T-085274-25
LTB-T-064350-25
LTB-T-068053-25
LTB-T-006863-26
LTB-L-013415-26

In the matter of: 1, 341 New St.
Cardinal ON K0E1E0

Between: Sarah Brownrigg Tenants
Ashton Grima

And

Kyle Burman Landlord

Sarah Brownrigg and Ashton Grima (the 'Tenants') applied for orders determining that Kyle Burman (the 'Landlord') failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards (T6 applications).

The Tenants also applied for orders determining that the Landlord substantially interfered with their reasonable enjoyment of the rental unit or residential complex and harassed, coerced, threatened or interfered with the Tenants (T2 applications)

The Landlord also applied for an order to terminate the tenancy and evict the Tenants because the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant. Also, because the Tenants another occupant of the rental unit or a person the Tenants permitted into the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex (L2 application).

These applications were heard by videoconference on February 18, 2026. Both Tenants and the Landlord attended the hearing.

After much consideration and deliberation, the parties agreed to the following order on consent to resolve all issues between the parties as of the hearing date. I am satisfied that the parties understood the consequences of their joint submissions.

The parties agree that:

1. On consent, the parties agreed to combine all listed files in addition to the T6 application under file LTB-T-063182-25 that was scheduled for an Adjudicative Case Conference (ACC) on the hearing date, and I granted their request.
2. In full satisfaction of all issues relating to the tenancy, including an agreement to terminate the tenancy for April 1, 2026, the Landlord agreed to pay the Tenants a one-time lump sum payment of \$3,000.00 on the hearing date.
3. The Tenants filed post-hearing submissions confirming that they had received the full amount of \$3,000.00 on the hearing date by e-transfer. Accordingly, the Tenants applications are satisfied and withdrawn.
4. The last month's rent deposit of \$1,991.67 shall be applied to the month of March 2026.
5. The parties agree that if the Tenants do not vacate the rental unit on or by April 1, 2026, then they will owe the Landlord daily compensation of \$65.48 per day starting April 2, 2026 until the Tenants vacate the rental unit.
6. The parties further understood and agreed that if the unit was not vacated as of April 1, 2026, then starting April 2, 2026 the Landlord may file the order with the sheriff to enforce the eviction.
7. The parties also agreed that the Landlord will not be required to access the rental unit in the interim of the Tenants vacating the unit unless there is an emergency requiring entry.
8. As a result of this order, the ACC's scheduled for February 23, 2026, April 28, 2026, and May 13, 2026 are all cancelled. There shall be no hearing scheduled for files LTB-T-006863-26 or LTB-L-013415-26.

On consent, it is ordered that:

1. The Tenant's applications are all withdrawn as the Landlord has paid to the Tenants the total amount of \$3,000.00 on the hearing date.
2. This order resolves all issues between the parties as of the hearing date.
3. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before April 1, 2026.
4. If the unit is not vacated on or before April 1, 2026, then starting April 2, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
5. 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 2, 2026.
6. If the unit is not vacated April 1, 2026, then the Tenants shall pay to the Landlord compensation of \$65.48 per day for the use of the unit starting April 2, 2026 until the date the Tenants move out of the unit.

7. The last month's rent deposit of \$1,991.67 is applied to the rental period of March 1, 2026 to March 31, 2026.

February 20, 2026
Date Issued

Terri van Huisstede
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.