



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-100706-25

In the matter of: 2, 114 KIMBERLEY AVE
BRACEBRIDGE ON P1L1Z8

Between: Jolanta Judzinski Landlord

And

Brenda Lee Cupples Tenant

Jolanta Judzinski (the 'Landlord') applied for an order to terminate the tenancy and evict Brenda Lee Cupples (the 'Tenant') because:

- the Landlord requires possession of the rental unit in order to convert the unit to a non-residential use.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Mediation was held on February 5, 2026. The following parties participated in the mediation: The Landlord's representative, Kelly Draycott, the Landlord, Jolanta Judzinski, the Tenant's representative, Jayson Swain, and the Tenant, Brenda Lee Cupples.

The parties consented to the following order. I was satisfied that the parties understood the consequences of their consent.

The parties agreed that:

1. This order is a final, non-voidable termination of this tenancy based on the parties agreement to terminate the tenancy as of July 31, 2026
2. Based on the monthly rent, the daily compensation is \$42.48. This amount is calculated as follows: \$1,292.26 x 12, divided by 365 days.
3. The Landlord agrees to waive all utility arrears owing to the end of February 2026.
4. Starting March 1, 2026, and continuing until the Tenant moves out, the Tenant will pay 50% of the water/sewer and hydro bills.

5. The Landlord will promptly provide the Tenant with copies of the utility bills. The Landlord will leave the utility bills in the vestibule area of the rental unit and the Tenant will pay 50% of the utility bills until the Tenant vacates the unit.
6. The Landlord waives the \$186.00 application filing fee.
7. The Tenant has placed February rent by cheque in the vestibule of rental unit and the Landlord will arrange to collect the cheque.
8. The Landlord will provide compensation to the Tenant by waiving March 2026 rent.
9. The Landlord also agrees to waive April 2026, May 2026 and June 2026 rent.
10. If the Tenant is still in possession of the unit, the Tenant will pay July 2026 rent
11. This is a full and final settlement of all issues known to date.

It is ordered that:

1. The Landlord shall compensate the Tenant in the form of a rent waiver against March 2026 rent.
2. If the Landlord complies with paragraph 1, the tenancy between the Landlord and the Tenant is terminated. The Tenant must vacate the rental unit on or before July 31, 2026.
3. Should the Tenant wish to vacate the unit prior to July 31, 2026 the Tenant shall provide the Landlord with 10 days written notice.
4. If the unit is not vacated on or before July 31, 2026, then the Tenant shall pay the Landlord compensation of \$42.48 per day for the use of the unit starting August 1, 2026, until the date the Tenant moves out of the unit.
5. If the unit is not vacated on or before July 31, 2026, then starting August 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 August 1, 2026.

February 25, 2026
Date Issued

Rolland Roopchand
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on January 1, 2027 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.