



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-098845-25

In the matter of: Unit #4, 409 Egan Street
Thunder Bay ON P7A2X2

Between: Ivan Jakovljevic Landlord

And

Philip Aprin Tenant

Ivan Jakovljevic (the 'Landlord') applied for an order to terminate the tenancy and evict Philip Aprin (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 19, 2026.

The Landlord's Legal Representative, Sangey Tsering, the Tenant, Philip Aprin and the Tenant's Legal Representative, Molly Macdonald attended the hearing.

The parties agreed:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,200.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$39.45. This amount is calculated as follows: \$1,200.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$9,600.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. The parties requested a non-voidable order with an eviction date of June 30, 2026.

10. The parties agreed that the Landlord will waive all arrears owing to June 30, 2026 inclusive of the filing fee if the Tenant vacated the rental unit on or before June 30, 2026. The parties agreed that if the Tenant fails to vacate the rental unit on or before June 30, 2026, the Tenant shall owe the arrears to June 30, 2026 and the cost of filing the application.
11. It was agreed that April Arpin has not resided in the rental unit since approximately December 2024. As April Arpin is not in possession and was not in possession when the application was filed, she is removed from this application.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated effective June 30, 2026. The Tenant must vacate the rental unit on or before June 30, 2026.
2. If the Tenant does not move out on or before June 30, 2026, the Tenant shall pay to the Landlord \$14,586.00 which represents the arrears of rent to June 30, 2026 and costs.
3. The Landlord agrees to waive the amount in paragraph 2 of this order if the Tenant moves out on or before June 30, 2026.
4. If the Tenant does not move out on or before June 30, 2026, the Tenant shall also pay to the Landlord compensation of \$39.45 per day for the use of the unit starting February 20, 2026 until the date the Tenant moves out of the unit.
5. If the Tenant fails to make any one of the payments in accordance with paragraph 2 of this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 2 of this order shall become immediately due and owing. The interest is determined pursuant to section 127 of the *Courts of Justice Act*.
6. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlord may file this order with the Court Enforcement office (Sheriff) so that the eviction may be enforced.
7. 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 July 1, 2026.

February 25, 2026
Date Issued

Christopher Lin
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction 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.