



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

**File Number:** LTB-L-106854-25

**In the matter of:** 5, 441 COUNTY RD 34 WEST  
ESSEX ON N8M2X5

**Between:** Ashley Thompson Landlord

**And**

Dwain Bechard Tenant

Ashley Thompson (the 'Landlord') applied for an order to terminate the tenancy and evict Dwain Bechard (the 'Tenant') because:

- the Landlord requires vacant possession of the rental unit to do major repairs or renovations to the unit.

The parties attended a hearing on January 27, 2026, by video conference, to which the parties elected to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer (DRO) Roxanne Theriault.

The Landlord's Legal Representative, Kira Passell, the Landlord's Agent, Tyler Soulliere and the Tenant were present.

As a result of the resolution discussion, the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the terms and consequences of their consent.

**The parties agreed that:**

1. The Tenant was in possession of the rental unit on the date the application was filed.
2. On July 31, 2025, the Landlord gave the Tenant an N13 notice of termination with the termination date of November 30, 2025. The Landlord claims vacant possession of the rental unit is required for extensive repairs.
3. The Tenant has the right to move back into the rental unit when the repairs or renovations are completed at a rent that is no more than what the Landlord could have lawfully charged if there had been no interruption in the tenancy.

4. The Tenant has given the Landlord notice in writing of the Tenant's intent to move back into the unit. The parties did exchange cell phone numbers, and the Tenant will inform the Landlord of any contact changes.
5. The Landlord paid the Tenant the required compensation on November 30, 2025.
6. Based on the monthly rent, the daily compensation is \$23.29. This amount is calculated as follows: \$708.39 x 12, divided by 365 days.
7. There is no last month's rent deposit.
8. The parties agreed to the termination date of February 28, 2026.

**It is ordered on consent that:**

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 28, 2026.
2. If the unit is not vacated on or before February 28, 2026, then starting March 1, 2026, the Landlord 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 Landlord on or after March 1, 2026.
4. The Tenant shall also pay the Landlord compensation of \$23.29 per day for the use of the unit starting March 1, 2026, until the date the Tenant moves out of the unit.

**February 24, 2026**

**Date Issued**

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Roxanne Theriault

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 September 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.