



**Order under Section 78(11)
Residential Tenancies Act, 2006**

File Number: LTB-L-003001-26-SA

In the matter of: 3, 1071 LORNE ST
SUDBURY ON P3C4S6

Between: Carlo DiCarlo Landlord

And

Richard Houle Tenants
Jacqueline Baker

Carlo DiCarlo (the 'Landlord') applied for an order to terminate the tenancy and evict Richard Houle and Jacqueline Baker (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Tenants did not meet a condition specified in the order issued by the LTB on November 17, 2025 with respect to application LTB-L-075131-25.

The Landlord's application was resolved by order LTB-L-003001-26, issued on January 19, 2026. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-003001-26.

This motion was heard by videoconference on February 18, 2026. The Landlord and the Tenant Richard Houle attended the hearing.

At the hearing, the parties consented to the following order.

Determinations:

1. The parties agree that the Tenants motion will be granted, and a new standard voidable order will issue for the arrears of rent. The Tenants will have until March 31, 2026 to pay the arrears in full.
2. The parties agree that the arrears owing up to February 28, 2026 are \$5,426.00.
3. The Landlord collected a rent deposit of \$1,550.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
4. Interest on the rent deposit, in the amount of \$63.27 is owing to the Tenant for the period from June 1, 2024 to February 18, 2026.

On consent it is ordered that:

1. The motion to set aside Order LTB-L-003001-26, issued on January 19, 2026, is granted. The order is set aside and replaced with the following.
2. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
3. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 1. \$6,976.00 if the payment is made on or before March 31, 2026.
4. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after March 31, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
5. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before March 31, 2026.**
6. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$5,362.73. This amount includes rent arrears owing up to March 31, 2026. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
7. The Tenants shall also pay the Landlord compensation of \$50.96 per day for the use of the unit starting from April 1, 2026 until the date the Tenants move out of the unit.
8. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.
9. If the unit is not vacated on or before March 31, 2026, then starting April 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 1, 2026.

March 2, 2026
Date Issued

Fabio Quattrociocchi
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 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.