



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

**File Number:** LTB-L-001450-26-SA

**In the matter of:** 1, 13 MONTGOMERY PL  
SMITHS FALLS ON K7A 1S7

**Between:** SiMZZ Inc. Landlord  
RE-Align Property Management Inc.

**And**

Makayla Jackson Tenant  
Cole Jackson

SiMZZ Inc. and RE-Align Property Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Makayla Jackson and Cole Jackson (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant did not meet a condition specified in the order issued by the LTB on December 15, 2025 with respect to application LTB-L-089652-25.

The Landlord's application was resolved by order LTB-L-001450-26, issued on January 16, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-001450-26 on January 16, 2026.

This motion was heard by videoconference on February 11, 2026. Instead, the Landlord's Representative, paralegal, Lori Nolan and the Tenant Makayla Jackson on behalf of the Tenants participated in a mediation session. Parties reached an agreement and requested an order on consent to resolve the motion.

**Agreed Facts:**

1. As of the hearing date, the Tenants were still in possession of the rental unit.
2. The lawful rent is \$1,890.00. It is due on the 1st day of each month.
3. Based on the Monthly rent, the daily rent/compensation is \$62.14. This amount is calculated as follows: \$1,890.00 x 12 months, divided by 365 days.
4. The Tenants have not made any payments since the application was filed.
5. The rent arrears owing to February 28, 2026, are \$8,201.90.

6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord collected a rent deposit of \$1,890.00 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.
8. Interest on the rent deposit, in the amount of \$47.64 is owing to the Tenants for the period from January 24, 2025, to January 31, 2026.
9. The parties agreed to a final, non-voidable eviction order based on the parties' agreement to terminate the tenancy. Therefore, the Tenants do not have the option to void the order by paying the arrears and costs.

**On consent, it is ordered that:**

1. The motion to set aside Order LTB-L-001450-26, issued on January 16, 2026, is granted.
2. Order LTB-L-001450-26, issued on January 16, 2026, is set aside and cannot be enforced.
3. The previous order issued on December 15, 2025, with respect to LTB-L-089652-25 is cancelled and replaced as follows:
4. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before **February 28, 2026**.
5. The Tenants shall pay to the Landlord \$5,243.80. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall pay to the Landlord the amount set out in paragraph 5 in accordance with the following schedule:
  - \$1,000.00 on or before February 13, 2026
  - \$4,243.80 on or before February 27, 2026
7. If the Tenants fail to make any one of the payments in accordance with paragraph 6 of this order, the Tenants will start to owe interest from the day after the first payment is missed. This will be simple interest calculated from the date of the first missed payment, at 4.00% annually on the balance outstanding.
8. The Tenants shall also pay the Landlord compensation of \$62.14 per day for the use of the unit starting February 12, 2026, until the date the Tenants move out of the unit.
9. 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.

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 March 1, 2026.

**February 27, 2026**  
**Date Issued**

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Pauline Brewster  
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 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.

**Schedule 1**  
**SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay if the tenancy is terminated**

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing To Hearing Date (February 11, 2026)                                                                      | \$6,995.44           |
| Application Filing Fee                                                                                              | \$186.00             |
| <b>Less</b> the amount of the last month's rent deposit                                                             | - \$1,890            |
| <b>Less</b> the amount of interest on the last month's rent deposit                                                 | -\$47.64             |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$5,243.80</b>    |
| Plus daily compensation owing for each day of occupation starting February 12, 2026.                                | \$62.14<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |