



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

**File Number:** LTB-L-106233-25

**In the matter of:** 1408, 300 MIWATE PVT  
OTTAWA ON K1R0E8

**Between:** Windmill Dream Ontario 206 LP Landlord

**And**

Andrienne Prest Tenant

Windmill Dream Ontario 206 LP (the 'Landlord') applied for an order to terminate the tenancy and evict Andrienne Prest (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was mediated by videoconference on February 25, 2026. Paralegal, Natasha Mizza, attended on behalf of the Landlord. The Tenant attended. The parties reached a settlement and requested a consent order. I was satisfied the parties made informed decisions, understanding the terms and consequences.

### **General Information:**

1. The Landlord served the Tenant with a 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 current rent is \$3,049.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$100.24. This amount is calculated as follows: \$3,049.00 x 12, divided by 365 days.
5. The rent arrears owing to February 28, 2026 are \$14,927.00.
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/interest of \$3,049.00 from the Tenant 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.
8. The parties agree to terminate the tenancy effective February 28, 2026. The Tenant agrees on or before February 28, 2026, to: (1) voluntarily move out (2) leave the unit in a reasonable condition (3) take all her personal belongings, including her own garbage and (4) return the unit key to the Landlord.
9. Accordingly, the Tenant owes the Landlord \$12,064.00 (\$14,927.00 - \$3,049.00 + \$186.00) for the period ending February 28, 2026. The Tenant will be ordered to pay \$12,064.00 by May 31, 2026 with interest provisions commencing June 1, 2026.

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

1. The tenancy between the Landlord and the Tenant is terminated, effective February 28, 2026. The Tenant must move out of the 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 \$100.24 per day for the use of the unit starting March 1, 2026 until the date the Tenant moves out of the unit.
5. The Tenant shall pay the Landlord \$12,064.00 comprised of rent arrears (\$14,927.00) for the period February 28, 2026 plus costs (\$186.00) less the Last Month's Rent deposit (\$3,049.00), on or before May 31, 2026.
6. If the Tenant does not pay the Landlord the full amount owing on or before May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.

**March 10, 2026**  
**Date Issued**

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Shawn Hayman  
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 August 31, 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.