



Order under Section 69 & 30 Residential Tenancies Act, 2006

File Number: LTB-L-077443-25
LTB-T-059627-24

In the matter of: A, 36 DONALD ST
Belleville ON K8P2H9

Between: 2573204 Ontario Inc. Landlord

And

Brittany Mccoy Tenant
Caleb Shipman

2573204 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Brittany Mccoy and Caleb Shipman (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe (L1 Application);
- the Landlord requires possession of the rental unit in order to demolish the unit.; (L2 Application); and
- the Landlord failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards (T6 Application).

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

The application was scheduled to be heard on February 24, 2026, by video conference, at which the parties decided to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer/Hearings Officer, Michelle Forrester.

The Landlord and the Tenants were present.

As a result of the mediation the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent and I am satisfied that the parties understand the consequences of their consent.

During mediation, the parties sought to bring forward one other Landlord and Tenant Board file (LTB-T-059627-24) and resolve it by way of this order.

Agreed facts:

1. This order is intended to be a global resolution of all issues in this tenancy, which includes but is not limited to this L1/L2 Application file number LTB-L-077443-25 and the T6 application file number LTB-T-059627-24, which they requested to be brought forward.
2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$1,016.21. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$33.41. This amount is calculated as follows: $\$1,016.21 \times 12$, divided by 365 days.
6. The Tenant has paid \$3,052.40 into the LTB since the application was filed.
7. The rent arrears owing to February 28, 2026, are \$6,093.49.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.
10. The parties have mutually agreed that the Landlord shall waive the total amount of arrears of rent up to and including February 28, 2026, and the application filing. The total amount outstanding \$6,279.49.
11. The parties have mutually agreed to a nonvoidable order with a final eviction date of June 30, 2026.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 30, 2026.
2. The Landlord shall waive the total amount of rent arrears and application filing fee owed up to and including February 28, 2026, in the amount \$6,279.49.
3. The Tenant shall also pay the Landlord the lawful rent owing for March 2026 up to and including June 2026, in the total amount of \$4,064.80.
4. The Tenant shall pay to the Landlord the amount set out in paragraph 3 above, in accordance with the following schedule:
 - a) \$1,016.21 on or before March 1, 2026.
 - b) \$1,016.21 or before April 1, 2026.
 - c) \$1,016.21 on or before May 1, 2026.

- d) \$1,016.21 on or before June 1, 2026.
5. If the Tenant fails to make any one of the payments in accordance with paragraph 4 of this order, the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for the order terminating the tenancy and evicting the Tenant prior to June 30, 2026.
 6. The Landlord shall provide the Tenants with rent receipts one day after the Landlord receives the rent payments as set out in paragraph 4 above.
 7. If the Tenant does not pay the Landlord the amount owing in accordance with paragraph 3 above, on or before the agreed upon dates outlined in paragraph 4 above, the balance owing shall become payable on the day following the date of default. The monies owing shall bear interest at the post-judgment interest rate determined under subsection 207(7) of the Act.
 8. If the unit is not vacated on or before June 30, 2026, the Tenants shall also pay the Landlord compensation of \$33.41 per day for the use of the unit starting July 1, 2026, to the date the Tenants moves out of the unit.
 9. 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.
 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 July 1, 2026.
 11. The \$3,052.40 that was paid in Trust of the Landlord and Tenant Board by the Tenants, plus accrued interest shall be paid out to the Landlord.

T6 Application

1. The application is withdrawn.
2. The application having been withdrawn; the LTB's file is closed.

March 3, 2026
Date Issued

Michelle Forrester
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 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.

*Note: When the LTB directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice

