



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

File Number: LTB-L-102406-25

In the matter of: B, 456 HOLLAND AVE
OTTAWA ON K1Y0Z5

Between: Estate of David Caldwell Landlord

And

DELAINA ANDERSON Tenant

Estate of David Caldwell (the 'Landlord') applied for an order to terminate the tenancy and evict DELAINA ANDERSON (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's non legal representative, Tanyse MacLeod and the Tenant were present. The Tenant spoke with Duty Counsel prior to the hearing.

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

Agreed facts:

- a) The lawful rent is \$1,995.00. It is due on the 1st day of each month. This includes one parking spot.
- b) March 2026 rent will be paid on or before March 15, 2026.
- c) For the duration of the payment plan and starting April 1, 2026, the Landlord agrees that the monthly rent may be paid by the Tenant in two half-installments, as follows:
 - 1. \$997.50 due on the 1st day of each month, and
 - 2. \$997.50 due on the 15th day of each month.

- d) Effective June 1, 2026, when the monthly rent increases, the Tenant may continue to pay the rent in two half-installments, with one half due on the 1st and the other half due on the 15th of each month.
- e) The rent arrears owing to February 28, 2026, and costs (\$186.00) are \$2,250.00.
- f) The Tenant agree to pay the Landlord \$500.00 as a contribution toward damages to the pipes as follows: \$225.00 by September 1, 2026, \$225.00 by September 15, 2026 and \$50.00 by October 1, 2026.
- g) If the Tenants fail to pay the \$500.00 as required, the Landlord may file an application to recover the damages

On consent, it is ordered that:

1. The Tenant shall pay to the Landlord **\$2,250.00**, which represents the arrears of rent (\$2,064.00) and costs (\$186.00) outstanding for the period ending February 28, 2026.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Date Payment Due	Amount of Payment
April 1, 2026	\$225.00
April 15, 2026	\$225.00
May 1, 2026	\$225.00
May 15, 2026	\$225.00
June 1, 2026	\$225.00
June 15, 2026	\$225.00
July 1, 2026	\$225.00
July 15, 2026	\$225.00
August 1, 2026	\$225.00
August 15, 2026	\$225.00

3. The Tenant shall also pay the Landlord the rent in full, for the months of March 2026 to August 2026, or until there are no arrears owing, whichever comes first.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and 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 an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after February 28, 2026.

March 4, 2026
Date Issued

Sarah Visnovec
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.