



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-012672-26 and LTB-L-012630-26 and LTB-T-96107-25

In the matter of: B, 916 LORNE AVE
LONDON ON N5W3L1

Between: 4Fins Properties Ltd. Landlord

And

Brycen Willis Tenant

4Fins Properties Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Brycen Willis (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

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

The Tenant applied for an order determining that the Landlord:

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household (T2 Application).
- harassed, obstructed, coerced, threatened or interfered with the Tenant (T2 Application)
- 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).

These applications were mediated by telephone on February 25, 2026. Paralegal, Susana Pereira, 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 and Agreed Facts:

L1 Application – Non-Payment of Rent

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 \$1,420.83. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$46.71. This amount is calculated as follows: $\$1,420.83 \times 12$, divided by 365 days.
5. The rent arrears owing to February 28, 2026 are \$2,841.66.
6. The Landlord incurred costs of \$372.00 ($\186.00×2) for filing the applications and is entitled to reimbursement of those costs.
7. The Landlord collected a rent deposit/interest of \$1,420.83 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.

L2 Application – Persistent Late Payment of Rent

8. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month.

T2 and T2 Applications – Tenant Rights and Tenant Maintenance

9. The Tenant explained (1) a flood occurred in the unit and details regarding the steps taken and requested made by the Landlord (2) complaints from the upstairs tenant alleging noise and smoke smell and (3) no control over the heat. The Tenant requested a rent abatement and compensation due to damage/expenses plus a new heating system in the basement.

Negotiated Terms:

10. The parties agreed, to resolve all issues between the parties to: (1) terminate the tenancy (2) waive all money owing to either parties and (3) not to seek any further compensation/file any new application or complaints.
11. The parties agree to terminate the tenancy effective March 1, 2026. The Tenant agrees on or before March 1, 2026, to: (1) voluntarily move out of the unit (2) take his personable belongings, including his own garbage (3) leave the unit in a reasonable condition and (4) return the unit keys to the Landlord.
12. The parties confirm the Tenant owed the Landlord \$1,792.83 comprised of rent arrears to February 28, 2026 (\$2,841.66) less the LMR/interest (\$1,420.83) plus filing costs (\$372.00). The Landlord agrees to waive the \$1,792.83 and the Tenant agrees to waive any money claimed in his applications.
13. The parties agree not to seek any further compensation and/or file any further applications or complaints with the LTB or any other court, agency or jurisdiction regarding this tenancy and/or these relationships.

On consent, 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 March 1, 2026.
2. If the unit is not vacated on or before March 1, 2026, then starting March 2, 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 2, 2026
4. If the Tenant did not vacate on or before March 1, 2026, the Tenant shall pay the Landlord compensation of \$46.71 per day for the use of the unit starting March 2, 2026 to the date the Tenant moves out of the unit.
5. This resolves all issues between the parties.

March 12, 2026
Date Issued

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 of the Tenant expires on September 2, 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.