



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

File Number: LTB-L-103009-25-SA

In the matter of: 3194 CADEB AVENUE
CORNWALL ,ON K6K1H7

Between: Alain Billard & Ken Quinn Landlords

and

Corey Trudell & Tyler Trudell Tenants

SET ASIDE MOTION ORDER – ON CONSENT

Alain Billard and Ken Quinn (the 'Landlords') applied in a L4 application seeking an order to terminate the tenancy and evict Corey Trudell and Tyler Trudell (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Landlords claimed the Tenants did not meet a condition specified in the consent order issued by the LTB on July 22, 2025 with respect to L1/L2 application LTB-L-034504.

The Landlord's L4 application was resolved by order LTB-L-103009-25 issued on January 5, 2026 (the 'L4 Order') which terminated the tenancy effective January 16, 2026. The L4 Order was issued without a hearing being held.

On January 29, 2026 the Tenant Corey Trudell filed a request to extend time to submit the S2 form requesting to set aside the L4 Order. A Member Direction / Endorsement was issued by the Board on January 29, 2026 granting the request to extend, staying the L4 Order, and directing the matter to a set aside motion hearing.

The set aside motion was heard by videoconference on February 23, 2026. The Tenant Corey Trudell attended the hearing on behalf of both Tenants. The Landlord's agent Alain Billard (property manager) and legal representative Daniel Moak (paralegal) also attended the hearing.

Determinations:

Style of Cause Not Amended

1. I note that the original L1/L2 applications were filed against both Corey and Tyler Trudell (Tyler is Corey's son). The parties advised that Tyler had moved out of the rental unit in June, 2025.

2. I also note when the L1/L2 consent order was made at the mediation of July 16, 2025, that consent order notes in the preamble that Corey appeared at the mediation with permission to represent Tyler (who had presumably already vacated the rental unit by then).
3. I also note the LTB served Tyler Trudell regarding this set aside motion by mailing the notice to him at the rental unit address on January 30, 2026 (deemed served 5 days later). The rental unit address is the last known address of Tyler Trudell.
4. The parties requested at the set aside motion that all applications should be amended to remove Tyler Trudell as a Tenant/Respondent. Although I accepted this verbally, upon reflection I am denying the request because it may remove rights of Tyler Trudell and may be prejudicial to his interests. This order terminates the tenancy, on consent given through his father the joint-tenant. However, to remove a party from the style of cause, I would require confirmation from the specific party – which I did not have at the set aside hearing or in prior written authorization from Tyler given before the set aside hearing.

It is ordered on consent that:

Set Aside Granted for L4 Order – Prior L1/L2 Order Replaced with this Order

5. The parties mutually agreed to resolve all matters at issue in the set aside motion and underlying applications, so they requested an order on consent. I was satisfied that the parties understood the consequences of the joint submission.
6. The Landlords consent to the Tenants' set aside motion of the L4 Order. The prior L4 Order LTB-L-103009-25, issued on January 5, 2026 is cancelled and cannot be enforced. The prior L1/L2 consent mediated order is replaced on consent with this non-voidable eviction order giving extended payment plan terms for arrears.

Non-Voidable Termination of Tenancy

7. The parties agreed to a non-voidable eviction order effective March 1, 2026. The residential tenancy between the parties is terminated on March 1, 2026 and the Tenants must move out the rental unit on or before March 1, 2026.
8. If the rental unit is not vacated on or by March 1, 2026, then starting March 2, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the rental unit to the Landlords on or after March 2, 2026.
10. The parties agreed that the daily compensation rate is \$65.63. This is calculated as (\$1,996.19 times 12 months) divided by 365 days.
11. If the Tenants do not vacate the rental unit by March 1, 2026, the Tenants shall owe the Landlord daily compensation of \$65.63 per day starting March 2, 2026 until they actually move out of the rental unit or get evicted through Sheriff enforcement.

Payment Plan for Arrears

12. The parties agreed that the current total amount of rent arrears and costs owing (up to February 28, 2026) is \$3,792.95.
13. The parties agreed that the Landlords collected a last month's rent deposit from the Tenants on October 1, 2023, in the amount of \$1,900.00. Interest has never been paid on the deposit and is currently owing.
14. The parties confirmed that the lawful monthly rent is \$1,996.19.
15. For ease of reference, the parties agreed to consider the amount of last month's rent deposit and any interest owing on the deposit, to be equivalent to the current monthly rent (even though it is likely a bit short after factoring in the interest owing). Therefore, the parties agreed that the deposit and any interest owing shall be applied to the last month of the tenancy, in full satisfaction of the monthly rent owing for February 2026.
16. The parties agreed that after the last month's rent deposit and interest are applied to rent owing for February 2026, the total balance of rent arrears and costs currently owing is \$1,796.76.
17. The Landlords agreed to allow a repayment plan for the arrears, instead of expecting it to be completely repaid by the termination date. The parties agreed that the current arrears of \$1,796.76 shall be paid according to the following repayment schedule: \$300.00 to be paid for 5 consecutive months on the 20th day of each month, between March 20, 2026 to July 20, 2026; and \$296.76 to be paid by August 20, 2026.
18. If the Tenants breach any of the 6 repayments ordered in paragraph 17 above, then the entire balance will become due starting the day after the breach, and interest will start to accrue to any balance owing. Interest will be simple interest calculated at 4.00% annually on balance owing starting the day after a breach.

March 6, 2026
Date Issued

Michelle Tan

Vice Chair, 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 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.