



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-099758-25

In the matter of: 1, 1255 Labrosse St
St-Eugene ON K0B1P0

Between: Marc-Andre Lelievre Landlord
Frédéric Tessier

And

Simon Arcand Tenant
Melyssa Aubin

Marc-Andre Lelievre and Frédéric Tessier (the 'Landlord') applied for an order to terminate the tenancy and evict Simon Arcand and Melyssa Aubin (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was scheduled to be heard by videoconference on February 9, 2026. The Landlord and the Tenant attended the hearing.

The parties reached an agreement after voluntarily participating in mediation and requested an Order on Consent in full and final settlement of the application. I was satisfied that the parties understood the consequences of their consent.

Agreed Facts:

1. The lawful rent is \$1,250.00. It is due on the 1st day of each month.
2. Based on the Monthly rent, the daily rent/compensation is \$41.10. This amount is calculated as follows: \$1,250.00 x 12, divided by 365 days.
3. The rent arrears owing to February 28, 2026 are \$7,125.00.
4. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
5. The Landlord collected a rent deposit of \$600.00 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 if the tenancy is terminated.

6. Interest on the rent deposit, in the amount of \$32.35 is owing to the Tenant for the period from December 1, 2023 to February 9, 2026.
7. The Tenant, Melyssa Aubin vacated the rental unit on November 1, 2025.
8. The parties agree that Melyssa Aubin will pay to the Landlord, the rent arrears calculated up to the date the Tenant, Melyssa Aubin vacated the unit in the sum of \$2,125.00. This will be paid by way of a payment plan set out in paragraph 3 of this order below.
9. As of the hearing date, the Tenant, Simon Arcand was still in possession of the rental unit.
10. The parties agree that the Tenant, Simon Arcand will pay to the Landlord, the balance of the rent arrears owing to February 28, 2026 set out in paragraph 5 of this order below.
11. Parties agreed to a final, non-voidable eviction order based on the parties' agreement to terminate the tenancy. Therefore, the Tenant does not have the option to void the order by paying the arrears and costs.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant is terminated and the Tenant must move out of the rental unit on or before February 28, 2026.
2. The Tenant, Melyssa Aubin shall pay to the Landlord \$2,125.00, which represents the arrears of rent owing to the date the Tenant, Melyssa Aubin moved out of the rental unit.
3. The Tenant, Melyssa Aubin shall pay to the Landlord the amount set out in paragraph 2 above in accordance with the following schedule:
 - a. Payments of \$300.00 on or before the 2nd day of each month starting March 2, 2026, and continuing each month until September 2, 2026; and
 - b. A final payment of \$25.00 on or before October 2, 2026.
4. If the Tenant, Melyssa Aubin fails to make any of the required payments in full and by the applicable deadline, the Tenant, Melyssa Aubin will start to owe interest. This will be simple interest calculated from the day following the breach at 4.00% annually on the balance outstanding.
5. The Tenant, Simon Arcand shall pay to the Landlord \$3,772.75. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant, Simon Arcand. See Schedule 1 for the calculation of the amount owing.
6. The Tenant, Simon Arcand shall also pay the Landlord compensation of \$41.10 per day for the use of the unit starting February 10, 2026 until the date the Tenant, Simon Arcand moves out of the unit.

7. If the Tenant, Simon Arcand does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant, Simon Arcand will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.
8. 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.
9. 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.

March 5, 2026
Date Issued

Britney Sooknanan
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 September 1, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant, Simon Arcand must pay upon termination of the tenancy on February 28, 2026

Rent Owing To Hearing Date	\$4,219.10
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$600.00
Less the amount of the interest on the last month's rent deposit	-\$32.35
Total amount owing to the Landlord	\$3,772.75
Plus daily compensation owing for each day of occupation starting February 10, 2026	\$41.10 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	