



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

File Number: LTB-L-106706-25

In the matter of: 511, 2816 SANDALWOOD DR
OTTAWA ON K1V2T6

Between: Hazelview Property Services Inc. Landlord

And

Elisee Tshilenge Tenant

Hazelview Property Services Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Elisee Tshilenge (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

Mediation was held on March 3, 2026. The following parties participated in the mediation: The Landlord's representative, Natasha Mizzi, and the Tenant, Elisee Tshilenge.

The parties consented to the following order. I was satisfied that the parties understood the consequences of their consent.

Agreed Facts:

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 lawful rent is \$2,777.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$91.30. This amount is calculated as follows: \$2,777.00 x 12, divided by 365 days.
5. The rent arrears owing to March 31, 2026 are \$20,266.00
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord holds a last month's rent deposit in the amount of \$2,777.00 inclusive of interest owing to the Tenant. The rent deposit will be applied to the balance of arrears.

8. This order on consent represents a final, non-voidable termination of this tenancy.

It is ordered on consent 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 31, 2026.
2. If the unit is not vacated on or before March 31, 2026, the Tenant shall pay the Landlord compensation of \$91.30 per day for the use of the unit starting April 1, 2026, until the date the Tenant moves out of the unit.
3. If the unit is not vacated on or before March 31, 2026, then starting April 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 April 1, 2026
5. On or before March 31, 2026, the Tenant shall pay to the Landlord **\$17,675.00** which represents the arrears of rent (\$20,266.00) plus costs (\$186.00) less the rent deposit and interest owing on the rent deposit for the period ending March 31, 2026.
6. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance to be paid by the Tenant to the Landlord pursuant to paragraph 5 of this order shall become payable on the day following the date of default. The monies owing shall bear interest at the post-judgement interest rate determined under subsection 207(7) of the Residential Tenancies Act, 2006. The Landlord has the right to collect the balance outstanding under this Order.
7. This Order on Consent is in full and final settlement of this application.

March 11, 2026

Date Issued

Ryan Gacnik

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 October 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.