



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-108655-25

In the matter of: 21, 1254 MCINTYRE ST W
NORTH BAY ON P1B8S1

Between: Perut Construction Ltd Landlord

And

Christopher Rose Tenant

Perut Construction Ltd (the 'Landlord') applied to the Landlord and Tenant Board ('LTB') for an order to terminate the tenancy and evict Christopher Rose (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 March 9, 2026. Sergio Perut, Owner, was present. Andre G. Lamoureux, employee of the Landlord, represented the Landlord. The Tenant attended and was self-represented.

The parties elected to participate in LTB facilitated mediation with the assistance of Joanne Lolato, a Dispute Resolution Officer and Hearing Officer, with the Landlord and Tenant Board.

The parties agreed to resolve all the issues in the application and further agreed to the LTB issuing an Order on consent confirming their agreement. I, as Dispute Resolution Officer and Hearing Officer, am satisfied that the parties understood the terms of their consent as set out in the Order below.

The parties agreed that:

- a. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice).
- b. As of the hearing date, the Tenant was still in possession of the rental unit.
- c. The lawful monthly rent is \$1,500.00. It is due on the 1st day of each month.
- d. Based on the Monthly rent, the daily rent/compensation is \$49.32. This amount is calculated as follows: \$1,500.00 x 12 months, divided by 365 days.
- e. The Tenant has not made any payments since the application was filed.
- f. The rent arrears owing to March 31, 2026, are \$6,000.00.

- g. The Tenant owes the Landlord incurred costs of \$186.00 for filing the application.
- h. The Landlord collected a rent deposit of \$1,500.00 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.
- i. Interest on the rent deposit, in the amount of \$21.75 is owing to the Tenant for the period from July 1, 2025 to March 9, 2026.
- j. The parties requested a final, non-voidable termination of this tenancy. As a consequence, the Tenant does not have the option to void the eviction order under subsections 74(4) or 74(11) of the *Residential Tenancies Act, 2006* (the 'Act') by paying the outstanding rent arrears.
- k. As the parties requested a non-voidable order, the arrears of rent are calculated up to the date of the hearing. The last month rent deposit and the interest owing on the deposit are deducted from the arrears owing to the hearing date.
- l. The Tenant is ordered to pay per diem compensation from the hearing date to the date the Tenant vacates the unit.
- m. However, if the Tenant vacates the unit on or before March 31, 2026, then the Landlord waives the arrears of rent and daily compensation owing up to the date the Tenant vacates.

On consent of the parties, it is ordered that:

- 1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must vacate the rental unit on or before March 31, 2026.
- 2. The Tenant owes the Landlord \$3,608.13. 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. See Schedule 1 for the calculation of the amount owing.
- 3. The Tenant shall also pay the Landlord compensation of \$49.32 per day for the use of the unit starting March 10, 2026, until the date the Tenant moves out of the unit.
- 4. Provided the Tenant vacates the unit on or before March 31, 2026, then the Landlord will not pursue or require the Tenant to pay the arrears of rent and per diem compensation to the date the Tenant vacates. These amounts have been waived.
- 5. However, if the Tenant does not vacate the unit on or before March 31, 2026, then the Tenant shall pay the Landlord the full amount owing as a result of this order on or before March 31, 2026. If the amount is not paid in full on or before March 31, 2026, then the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.
- 6. 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.

7. 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.

March 18, 2026

Date Issued

Joanne Lolato

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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$4,943.88
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,500.00
Less the amount of the interest on the last month's rent deposit	- \$21.75
Total amount owing to the Landlord	\$3,608.13
Plus daily compensation owing for each day of occupation starting March 10, 2026	\$49.32 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	