



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

**File Number:** LTB-L-106837-25

**In the matter of:** 4, 441 County Road 34 West  
Essex ON N8M2X5

**Between:** Ashley Thompson Landlord

**And**

Dennis Louis Duchesne Tenant

Ashley Thompson (the 'Landlord') applied for an order to terminate the tenancy and evict Dennis Louis Duchesne (the 'Tenant') because:

- the Landlord requires vacant possession of the rental unit in order to do major repairs or renovations to the unit.

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

This application was mediated by videoconference on March 5, 2026.

The Landlord attended with Legal Representative, Kira Passell.

The Tenant attended with Legal Representative, Justin Levesque.

The parties elected to participate in LTB-facilitated mediation with the assistance of Angela McLaughlin, a Dispute Resolution Officer and Hearings Officer with the Landlord and Tenant Board.

### **The parties agree:**

1. The lawful monthly rent is \$587.99.
2. On November 30, 2025, the Landlord fulfilled the Landlord's obligation to pay compensation equal to 3 months' rent by paying the Tenant \$1,763.97.
3. The Tenant is current with rent payments up to March 31, 2026.
4. The Landlord is not holding a last month's rent deposit.
5. The Landlord waives the rent for April 2026.
6. The Tenant may end the tenancy prior to April 30, 2026 by giving the Landlord 10 days' notice.

7. If the Tenant vacates the rental unit in March 2026, the Landlord will compensate the balance of rent paid to March 31, 2026 at the per diem rate of \$19.33, and the Landlord will compensate the full balance of the rent waived for the month of April 2026.
8. If the Tenant vacates the rental unit in April 2026, prior to the termination date, the Landlord will compensate the balance of the rent waived to April 30, 2026 at the per diem rate of \$19.33.
9. The Tenant is exercising their right of first refusal to occupy the rental unit as a Tenant when the repairs or renovations are completed.
10. The Tenant may reoccupy the rental unit at a rent that is no more than what the Landlord could have lawfully charged if there had been no interruption in the Tenant's tenancy.
11. It is a condition under the right of first refusal that the Tenant will inform the Landlord in writing of any change of address.

**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 April 30, 2026.
2. If the unit is not vacated on or before April 30, 2026, then starting May 1, 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 May 1, 2026.
4. If the Tenant does not vacate the rental unit on or before April 30, 2026, the Tenant shall owe the Landlord \$19.33 per day starting May 1, 2026 and continuing until the date the Tenant vacates the rental unit.

**March 12, 2026**  
**Date Issued**

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Angela McLaughlin  
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.