



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

File Number: LTB-L-001810-26

In the matter of: 571 O'CONNELL RD
PETERBOROUGH ON K9J4E2

Between: David Pedosiuk Landlord

And

Penny Forrester Tenants
Ann Cavanagh

David Pedosiuk (the 'Landlord') applied for an order to terminate the tenancy and evict Penny Forrester and Ann Cavanagh (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

The application was scheduled to be heard on March 12, 2026, by video conference, at which the parties decided to participate in Board-facilitated mediation with the assistance of Dispute Resolution Officer/Hearings Officer, Maryam Cooper.

The Landlord's Legal Representative, Adam Blacklock, The Landlord, and the Tenants were present.

As a result of the mediation, the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent, and I am satisfied that the parties understand the consequences of their consent.

It is agreed that:

1. The parties reached consent on non-voidable order.
2. The parties reached consent to terminate the Tenancy on May 31, 2026, at the latest if the Tenants comply with the terms and conditions in this order.
3. The Landlord served the Tenants with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
4. As of the hearing date, the Tenants were still in possession of the rental unit.
5. The lawful rent is \$2,860.00. It is due on the 1st day of each month.

6. Based on the Monthly rent, the daily rent/compensation is \$94.03. This amount is calculated as follows: \$2,860.00 x 12, divided by 365 days.
7. The rent arrears owing to March 31, 2026, are \$3,916.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Total rent arrears and costs owing to March 31, 2026, are \$4,102.00.
10. There is no last month's rent deposit.
11. The Landlord agreed to provide the Tenants with reference letter on or before March 13, 2026. The parties agreed that his letter will include the following information:
 - The Tenants' names, rental address, termination date of the Tenancy on consent, and the duration of the Tenancy.
12. The Landlord agreed to the termination date of May 31, 2026, only if the Tenants would comply with the following terms pursuant to Section 78 of the Act.
 - The Tenants agreed to pay to the Landlord \$2,400.00 discounted rate towards the lawful rent in April on or before April 1, 2026,
 - The Tenants agreed to pay to the Landlord \$2,400.00 discounted rate towards the lawful rent in May on or before May 1, 2026.
13. The Landlord agreed to waive the total rent arrears and costs owing to March 31, 2026, plus the outstanding utility cost, in exchange to be provided with vacant possession of the rental unit on or before May 31, 2026, and only if the Tenants comply with paragraph 12 mentioned above.
14. The Landlord also offered discounted rate for the lawful rent in April and May, only if the Tenants comply with paragraph 12 of this agreement.
15. The Tenants understood that they will forfeit all compensations provided by the Landlord if they do not comply with all terms and conditions in this agreement and order.
16. The parties understood the outcome of the hearing would be different, and they chose to participate in mediation. I am satisfied the parties understood the terms and conditions of this order and the agreed facts.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated on May 31, 2026, at the latest.
2. The Tenants must move out of the rental unit on or before May 31, 2026.

3. If the unit is not vacated on or before May 31, 2026, then starting June 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 June 1, 2026.
5. The Tenants shall also pay the Landlord compensation of \$94.03 per day for the use of the unit starting June 1, 2026, until the date the Tenants move out of the unit.

Conditions

6. The total rent arrears and costs owing to March 31, 2026, are \$4,102.00.
7. The Tenants shall pay to the Landlord \$2,400.00 on or before April 1, 2026, towards the lawful rent in April 2026.
8. The Tenants shall pay to the Landlord \$2,400.00 on or before May 1, 2026, towards the lawful rent in May 2026.
9. If the Tenants fail to make any one of the payments in accordance with paragraphs 7 and/or 8 of this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenants to the Landlord pursuant to paragraph 6 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after December 31, 2025.
10. The Tenants forfeit all compensations provided by the Landlord if they do not comply with paragraph 7 and/or 8 of this order.

March 20, 2026
Date Issued

Maryam Cooper
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 November 30, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026.

Rent Owing to March 31, 2026	\$8,816.38
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$4,900.38
Total the Tenants must pay to continue the tenancy	\$4,102.00

B. Amount the Tenants must pay if the tenancy is terminated.

Rent Owing to Hearing Date	\$7,084.74
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$4,900.38
Total amount owing to the Landlord	\$2,370.36
Plus, daily compensation owing for each day of occupation starting March 13, 2026	\$94.03 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	