



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

File Number: LTB-L-107566-25

In the matter of: 01, 912 UXBRIDGE CRES
KINGSTON ON K7M8K9

Between: HOPE BENOIT Landlord

And

DOUG MOREHOUSE Tenant

HOPE BENOIT (the 'Landlord') applied for an order to terminate the tenancy and evict DOUG MOREHOUSE (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes

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

This application was heard by videoconference on March 12, 2026.

Before the start of the hearing the Landlord's Legal Representative, James Moak, the Tenant and the Tenant's Legal Representative, John Done, engaged in private settlement discussions and advised that the parties had reached an agreement.

The parties requested that Dispute Resolution Officer (DRO) Michelle Forrester provide assistance in finalizing the terms and issue an order on consent to resolve all matters raised in the application.

Upon reviewing the terms of the consent with the parties, I was satisfied that the parties understood the terms and 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 \$820.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$26.96. This amount is calculated as follows: \$820.00 x 12, divided by 365 days.
5. The rent arrears owing to March 31, 2026, are \$3,814.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. There is no last month's rent deposit.
8. The parties agree that the Landlord will waive the full amount of rent arrears and the filing fee owing up to and including March 31, 2026. This waiver is conditional upon the Tenant:
 - a) Vacating the rental unit on or before June 30, 2026; and
 - b) Paying \$390.00 for the monthly rent on or before the 5th of the month for April 2026, May 2026, and June 2026.
9. The parties have mutually agreed to a nonvoidable order with an eviction date of June 30, 2026.

On consent of the parties, 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 June 30, 2026.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application.
3. The total amount of arrears of rent owing and filing fee up to and including March 31, 2026, is \$4,000.00.
4. The Tenant shall also pay the Landlord compensation of \$26.96 per day for the use of the unit starting March 13, 2026, to the date the Tenant moves out of the unit.
5. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 July 1, 2026.

Additional conditions:

7. The Tenant shall pay to the Landlord the following amounts for the monthly rent:
 - a) \$390.00 on or before April 5, 2026;
 - b) \$390.00 on or before May 5, 2026; and
 - c) \$390.00 on or before June 5, 2026.

8. If the Tenant fails to make any of the payments in accordance with paragraph 7 of this order, and by the date required, then the Landlord may apply under section 78 of the Act for an order terminating the tenancy and evicting the Tenant, and for the payment of any new arrears of rent and NSF charges not already ordered under paragraph 3 of this order. The Landlord must make the application within 30 days of a breach of a condition set out in paragraph 7 of this order. This may result in the Board issuing an order that terminates the tenancy before June 30, 2026.
9. If the Tenant complies with paragraphs 1 and 7 of this order, the Landlord shall waive the total amount owing in accordance with paragraph 3 of this order.
10. This order represents a full and final settlement of all matters arising from the tenancy.

March 18, 2026
Date Issued

Michelle Forrester
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 of the Tenant expires on January 1, 2027, 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.

