



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-109008-25

In the matter of: 1811, 325 Webb Drive
Mississauga ON L5B3Z9

Between: Miray Tadros Landlord

And

James Proulx Tenant

Miray Tadros (the 'Landlord') applied for an order to terminate the tenancy and evict James Proulx (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was mediated by videoconference on March 9, 2026.

The Landlord attended with Legal Representative, Brooke Stewart.

The Tenant was self-represented and spoke with Tenant Duty Counsel prior to the mediation.

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 to the following:

1. The parties agree to a final, non-voidable eviction order with an eviction date of April 30, 2026. The application is amended to include an L3 application based on the parties' agreement to terminate the 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.
2. The lawful monthly rent is \$2,362.05. It is due on the 1st day of each month.
3. The total amount the Tenant owes to the Landlord is \$14,358.30 including arrears of rent (\$14,172.30) and costs (\$201.00) up to March 31, 2026.
4. The Landlord is not holding a last month's rent deposit.
5. If the Landlord engages the Sheriff, the Tenant acknowledges responsibility for the associated costs.

6. The Tenant will not pursue the Landlord for any maintenance issues regarding:
 - The leaking tap in the master bathroom;
 - The broken dishwasher;
 - The leaking, rattling washing machine;
 - The warped floors; or
 - The exhaust that has come unattached from the dryer.
7. The Tenant will notify the Landlord by email in the event of any new maintenance issues, exclusive of the issues listed in paragraph 6 above. Otherwise, this order will resolve all issues, fully and finally, regarding this tenancy.

On consent, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated and 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 vacates the rental unit on or before April 30, 2026, the Landlord shall waive \$14,358.30 representing the arrears of rent to March 31, 2026 (\$14,172.30) and the application filing fee (\$186.00).
5. If the Tenant does not vacate the rental unit on or before April 30, 2026, the Tenant shall pay the Landlord \$14,358.30 representing the arrears of rent (\$14,172.30) up to March 31, 2026 plus the application filing fee (\$186.00).
6. If the Tenant does not pay the Landlord the full amount owing on or before April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.
7. If the Tenant does not vacate the rental unit on or before April 30, 2026, the Tenant shall also pay the Landlord compensation of \$77.66 per day starting May 1, 2026 and continuing until the date the Tenant vacates the rental unit.

Additional conditions

8. The Tenant shall pay the following amounts to the Landlord via e-transfer to miray@itsaccounting.ca:
 - \$500.00 on or before March 15, 2026 – rent arrears; and
 - \$2,362.05 on or before April 1, 2026 – April 2026 rent.

9. If the Tenant fails to make any of the payments under paragraph 8 above in full, the Landlord may collect the entire outstanding balance from the amount set out in paragraph 5 immediately.
10. If the Tenant fails to make any of the payments in accordance with paragraph 8, and by the dates required, then:
11. 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 5 of this order. The Landlord must make the application within 30 days of a breach of a condition set out in paragraph 8 of this order. This may result in the Board issuing an order that terminates the tenancy before April 30, 2026.
12. This order resolves all issues, fully and finally, to the date of the mediation.

March 19, 2026
Date Issued

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on November 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.