



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-104000-25

In the matter of: 264 Bigelow St.
Port Perry ON L9L1M4

Between: Christina Harvey Landlord

And

Christopher Eisenbraun Tenant
Heather Eisenbraun

Christina Harvey (the 'Landlord') applied for an order to terminate the tenancy and evict Christopher Eisenbraun and Heather Eisenbraun (the 'Tenant') because:

- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

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

Mediation was held on March 5, 2026. The following parties participated in the mediation: The Landlord's representative, Naseer Ahmed and the Tenant.

The parties consented to the following order. I was satisfied that the parties understood the consequences of their consent.

The parties agreed that:

1. This order is a final, non-voidable termination of this tenancy based on the parties agreement to terminate the tenancy as of September 30, 2026.
2. The Tenant was paid compensation equal to one month's rent as required by the *Residential Tenancies Act, 2006* on January 2, 2026.
3. The Landlord agrees to pay the Tenant additional compensation in the amount of \$7,000.00 on or before March 13, 2026.
4. The Landlord agrees to provide the Tenant with a positive reference letter on or before March 13, 2026.
5. Based on the monthly rent, the daily rent/compensation is \$58.19. This amount is calculated as follows: \$1,770.00 x 12 months, divided by 365 days.

6. The last months rent deposit will be applied to the September 2026 rental period.
7. The Tenant agrees to provide the Landlord with 10 days written notice should the Tenant decide to vacate the unit before September 30, 2026 and the Landlord agrees to refund the Tenant any balance of the last months rent deposit on a per diem basis.
8. The Landlord collected a rent deposit of \$1,500.00 from the Tenant and this deposit is still being held by the Landlord.
9. Interest on the rent deposit, in the amount of \$246.62 is owing to the Tenant for the period from July 28, 2014, to March 5, 2026. This amount may be deducted from any amounts owing.
10. The Tenant agrees to remove all belongings from the interior and exterior of the residential property and leave the rental unit in a clean broom swept condition.

On consent of the parties, it is ordered that:

1. The Landlord shall pay to the Tenant \$7,000.00 on or before March 13, 2026, which represents additional compensation.
2. If the Landlord complies with paragraph 1 of this order, the tenancy between the Landlord and the Tenant is terminated. The Tenant must vacate the rental unit on or before September 30, 2026.
3. If the unit is not vacated on or before September 30, 2026, then the Tenant shall pay the Landlord compensation of \$58.19 per day for the use of the unit starting October 1, 2026, until the date the Tenant moves out of the unit.
4. If the unit is not vacated on or before September 30, 2026, then starting October 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
5. 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 October 1, 2026.
6. This consent order resolves all matters arising from the tenancy. This is a full and final resolution of all issues to the tenancy.

March 27, 2026
Date Issued

Rolland Roopchand
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 March 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.