



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-000168-26

In the matter of: 131 CIVIC CENTRE DR
WHITBY ON L1R 0E3

Between: DANIELLE JOSEPHINE LALONDE Landlord
KHONDKER MASWOODUL ALAM

And

LYNNE MITCHELL Tenant

DANIELLE JOSEPHINE LALONDE and KHONDKER MASWOODUL ALAM (the 'Landlord') applied for an order to terminate the tenancy and evict LYNNE MITCHELL (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 application was scheduled to be heard by video conference on February 27, 2026. At the Online Dispute Resolution, the Landlord, Danielle Lalonde, the Landlord's Representative, Paralegal, Berkan Altun, and the Tenant, Lynne Mitchell, advised that the parties had reached an agreement.

The parties requested that Dispute Resolution Officer (DRO) Pauline Brewster issue an order on consent to resolve all matters raised in the application.

Upon discussing the terms of the consent with the parties, I was satisfied that the parties made informed decisions, understanding the terms and consequences.

Agreed Facts:

1. The parties have agreed to resolve the issues in this application by terminating the tenancy as of **April 1, 2026**.
2. The Tenant was still in possession of the rental unit on the date the application was filed.
3. The Landlord shall pay compensation to the Tenant in the amount of \$7000.00, subject to the possible deductions set out below.
4. The Tenant will repair the garage door frame and the Tenant's expense, and to the Landlords' satisfaction otherwise. If not repaired, the Landlords may deduct the costs from repair from the remaining balance of compensation still owing to the Tenant.

5. All keys, including entrance door keys, mailbox keys, and/or access FOBs and/or garage door remote shall be returned to the Landlords' appointed representative on the termination date.
6. The rental unit is to be returned in a broom swept condition, free from any personal belongings, and free from any damages, except for normal wear and tear.
7. The Landlords shall provide a reference letter to the Tenant that states:
 - a) The Tenant paid rent in full and on time throughout the tenancy
 - b) The Tenant maintained the rental unit in a clean and habitable condition for the duration of the tenancy
8. Based on the monthly rent, the daily compensation is \$59.31. This amount is calculated as follows: \$1,804.00 x 12 months, divided by 365 days.
9. The Landlord collected a rent deposit of \$1,600.00 from the Tenant and this deposit has already been used by the Tenant during the tenancy.

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 **April 1, 2026**.
2. If the Tenant returns all key to the Landlords before April 1, 2026, this date shall be deemed as the last date of the tenancy and shall become the new termination date
3. The Landlords shall pay the Tenant compensation totalling \$7000.00, inclusive of all deposits held and interest on your last month's rent.
4. The Landlord shall pay the compensation (\$7000.00) to the Tenant as follows:
 - a) \$1804.00 was paid to the Tenant on February 11, 2026.
 - b) \$1,696 was paid to the Tenant on February 28, 2026, and the Tenant confirmed the payment was received.
 - c) \$3,500.00 upon receipt of the keys for the rental unit.
5. The Tenant shall pay to the Landlord the lawful monthly rent for March 2026. If the Tenant does not pay March's rent, then the Landlords may deduct the rent from the remaining compensation.
6. If the garage door frame is not repaired to the Landlords' satisfaction otherwise, the Landlords may deduct the repair costs from the remaining balance of compensation still owing to the Tenant.
7. The Landlords waive payment of rent for April 1, 2026 (one day's rent).

8. The Tenant shall pay the Landlord compensation of \$59.31 per day for the use of the unit starting April 2, 2026, until the date the Tenant moves out of the unit.
9. If the unit is not vacated on or before April 1, 2026, then starting April 2, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 April 2, 2026.
11. This Order on Consent is in full and final settlement of the application.

March 26, 2026
Date Issued

Pauline Brewster
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.