



Amended
Order under Section 69
Residential Tenancies Act, 2006
and section 21.1 of the Statutory Powers Procedure Act

File Numbers: LTB-L-079946-25-AM
LTB-T-070732-25-AM
LTB-T-083604-25-AM
LTB-T-050232-25-AM

In the matter of: 249 Blackacres Blvd.
London, ON N6G2H1

Between: CAPREIT Limited Partnership Landlord

And

Elsa Andrea Huilcan Tenant
Manuel Jesus Avalos Moncada

This amended order is issued to correct a clerical error in the order issued on March 25, 2026. The amendment is bolded and underlined for ease of reference.

CAPREIT Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Elsa Andrea Huilcan and Manuel Jesus Avalos Moncada (collectively the 'Tenant') because the Tenant did not pay the rent owed (LTB-L-079946-25).

The Tenant applied for an order determining that the Landlord failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards. (LTB-T-070732-25, LTB-T-083604-25 and LTB-T-050232-25)

The Tenant also applied for an order determining that the Landlord:

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant. (LTB-T-083604-25)

This application was heard by videoconference on March 23, 2026.

The Landlord's Representative, Gabriela Quaresma, Tenant Elsa Andrea Huilcan and Manuel Jesus Avalos Moncada, and the Tenant's interpreter, Celia Silva attended the hearing.

Parties sought resolution through mediation but were unsuccessful.

At the hearing the parties consented to the following terms and conditions. I was satisfied that the parties provided informed consent.

It is agreed that:

1. The Landlord served the Tenant with a valid 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 \$2,595.38. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$85.33. This amount is calculated as follows: \$2,595.38 x 12, divided by 365 days.
5. The Tenant has paid \$7,874.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2026, are \$15,057.38.
7. There is no last month's rent deposit.
8. At the hearing, parties agreed to a non-voidable order with an extended termination date of April 30, 2026. The Tenant also agreed to withdraw their respective applications as outlined in this order.

It is ordered on consent that:

1. The Tenant's applications, **LTB-T-070732-25**, **LTB-T-083604-25**, and **LTB-T-050232-25** are withdrawn.
2. The tenancy between the Landlord and the Tenant is terminated. **The Tenant must move out of the rental unit on or before April 30, 2026.**
3. 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.
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 May 1, 2026.

5. If the Tenant vacates on or before April 30, 2026:

- a) the Landlord shall waive all rent arrears totalling \$17,652.76 for the period from July 1, 2025, to April 30, 2026. No additional rent will be owed for this period.

6. If the Tenant does not vacate on or before April 30, 2026

- a) The Tenant shall pay to the Landlord \$14,424.59. This amount includes rent arrears owing up to the date of the hearing. See Schedule 1 for the calculation of the amount owing.
- b) The Tenant shall also pay the Landlord compensation of \$85.33 per day for the use of the unit starting March 24, 2026, until the date the Tenant moves out of the unit.
- c) 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. This consent agreement resolves all issues between the parties as of March 23, **2026**.

March 25, 2026

Date Issued

Ken Audziss

Member, Landlord and Tenant Board

March 26, 2026

Date Amended

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 October 6, 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.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing to Hearing Date, March 23, 2026	\$22,298.59
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,874.00
Total amount owing to the Landlord	\$14,424.59
Plus, daily compensation owing for each day of occupation starting March 24, 2026	\$85.33 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	