



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

File Number: LTB-L-006576-26

In the matter of: 166 BIRCH POINT LANE
CARLETON PLACE ON K7C3P1

Between: 2237382 Ontario Inc Landlord

And

Evelyn Nisbet Tenant

2237382 Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Evelyn Nisbet (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 30, 2026, where the parties elected to participate in a Board facilitated mediation with the assistance of a Dispute Resolution Officer (DRO).

The Landlord's agent, Jonathan Poole, the Tenant and the Tenant's legal representative, Faith Kilonzo participated in the mediation. The parties agreed to resolve all matters raised in the application and requested an order on consent.

I am satisfied that the parties understand the terms and consequences of their consent, including waiving the right to a hearing for this application.

Agreed Facts:

1. As of the hearing date, the Tenant was still in possession of the rental unit.
2. The lawful rent is \$1,800.00. It is due on the 1st day of each month.
3. Based on the Monthly rent, the daily rent/compensation is \$59.18. This amount is calculated as follows: \$1,800.00 x 12 months, divided by 365 days.
4. The Tenant has not made any payments since the application was filed.
5. The rent arrears owing to March 31, 2026, are \$14,400.00.
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. If the Tenant vacates the rental unit on or before May 3, 2026, the Landlord agrees to waive \$14,586.00 which represents \$14,400.00 towards rent arrears and costs of \$186.00 for the period ending March 31, 2026.
9. If the Tenant vacates the rental unit on or before May 3, 2026, the Landlord agrees to waive the rent due for April 2026 and rent due from May 1-3, 2026.
10. On or before May 3, 2026, the Tenant will vacate the rental unit and ensure that the unit is cleaned and left in a broom swept condition.
11. The parties agree to a final, non-voidable eviction order based on the parties' agreement to terminate the tenancy. Therefore, the Tenant does not have the option to void the order by paying the arrears and costs.

It is ordered on consent 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 May 3, 2026.
2. If the unit is not vacated on or before May 3, 2026, then starting May 4, 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 4, 2026.
4. The Tenant shall pay the Landlord \$14,561.40. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application.
5. The Tenant shall also pay the Landlord compensation of \$59.18 per day for the use of the unit starting March 31, 2026, until the date the Tenant moves out of the unit.
6. If the Tenant vacates the rental unit on or before May 3, 2026, the Landlord shall waive all arrears of rent and compensation owing under paragraphs 4 and 5 above.

April 8, 2026
Date Issued

Oluwatobi Abobarin
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 4, 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.