



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

**File Number:** LTB-L-106917-25

**In the matter of:** 3, 7 THIRD ST S  
CHATHAM ON N7M2M4

**Between:** NADAK PROPERTIES LTD Landlord

**And**

KEVIN ROBINSON Tenant

NADAK PROPERTIES LTD (the 'Landlord') applied for an order to terminate the tenancy and evict KEVIN ROBINSON (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

The parties attended a hearing on March 4, 2026, by video conference, to which the parties elected to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer (DRO) Roxanne Theriault.

The Landlord's Legal Representative, Audrey Skinner and the Tenant were present.

As a result of the resolution discussion, the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the terms and consequences of their consent.

**The parties agreed that:**

1. The Landlord served the Tenant with a 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 \$893.03. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$29.36. This amount is calculated as follows: \$893.03 x 12, divided by 365 days.
5. The rent arrears owing to February 28, 2026, are \$11,468,67.

6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord waives the lawful monthly rent for March 2026 and April 2026.
8. There is no last month's rent deposit.
9. The parties agreed to a final, non-voidable termination of this tenancy as of April 30, 2026. As such, the Tenant does not have the option to void the eviction order by paying the outstanding rent arrears.
10. The Tenant will leave the rental unit in a broom-swept condition and upon vacating and returning the rental unit keys.
11. The Landlord will compensate the Tenant \$2,500.00 upon returning the keys to the rental unit. If the Tenant can vacate the rental unit prior to April 30, 2026, the Landlord will give the Tenant an additional \$500.00.

**It is ordered on consent that:**

1. Pursuant to the L2 Application, 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.
2. The Tenant shall pay the Landlord rent arrears owing up to February 28, 2026, and the cost of filing the application for a total of \$11,654.67.
3. The Tenant shall also pay the Landlord compensation of \$29.36 per day for the use of the unit starting May 1, 2026, to the date the Tenant moves out of the unit.
4. 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 outstanding balance.
5. 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.
6. 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.

**April 7, 2026**  
**Date Issued**

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Roxanne Theriault  
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 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.