



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-008064-26

In the matter of: 1207, 294 TALBOT ST
ST THOMAS ON N5P4E3

Between: Skyline Real Estate Holdings Inc., c/o Skyline Living Landlord

And

Michael Gilbert Tenant

Skyline Real Estate Holdings Inc., c/o Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Gilbert (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (L1 Application). The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date. The Landlord also claimed charges related to NSF cheques.

The application was scheduled to be heard by video conference on April 2, 2026.

Before the start of the hearing the Landlord's legal representative Trevor Scheib and the Tenant Michael Gilbert engaged in private settlement discussions and advised that the parties had reached an agreement. The parties requested that Dispute Resolution Officer (DRO) Diego Fernandez-Stoll provide assistance in finalizing the terms and issue an order on consent to resolve all matters raised in the application. Upon reviewing the terms of the consent with the parties, I was satisfied that the parties understood the terms and consequences of their consent.

The parties agreed that:

1. The current monthly rent is \$1,873.47.
2. The total arrears of rent owing up to March 31, 2026, including the application filing fee and pro-rated rent for the period of April 1 to 5, 2026 are \$5,369.80.
3. There is no last month rent deposit.
4. The parties agree to a final, non-voidable eviction order with an eviction date of April 5, 2026. The application is amended to include an L3 application based on the parties' agreement to terminate the tenancy. As a consequence, the Tenants do not have the option to void the eviction order under subsections 74(4) or 74(11) of the Residential Tenancies Act, 2006 (the 'Act') by paying the outstanding rent arrears.

It is ordered on consent 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 5, 2026.
2. If the unit is not vacated on or before April 5, 2026, then starting April 6, 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 April 6, 2026.
4. The Tenant shall also pay the Landlord compensation of \$61.59 per day for the use of the unit starting April 6, 2026 to the date the Tenant moves out of the unit.
5. The Tenant shall pay to the Landlord the amount of \$5,369.80 representing the arrears of rent up to March 31, 2026, pro-rated rent from April 1 to 5, 2026 and costs, in accordance with the following schedule.
 - a) Starting on May 31, 2026 and continuing on the last day of each month thereafter for a total of thirteen (13) months, the Tenant will make equal monthly payments each in the amount of \$400.00.
 - b) The Tenant will then make a final payment each in the amount of \$169.80 on June 30, 2027
6. If the Tenant fails to make any one of the payments in accordance with paragraph 6 of this order, the outstanding balance to be paid by the Tenant to the Landlord pursuant to paragraph 6 shall become immediately due and payable, and the Tenant will start to owe interest. This will be simple interest calculated at a rate of 4.00% annually on the balance outstanding starting the day following the date of default.

April 7, 2026
Date Issued

Diego Fernandez-Stoll
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 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.