



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

File Number: LTB-L-006674-26

In the matter of: 2, 83 RIVERSIDE DR
SUDBURY ON P3E1G7

Between: Sarah Amanda Tarini Landlord
Dawson Justin Tarini

And

Julie Tremblay Tenant

Sarah Amanda Tarini and Dawson Justin Tarini (the 'Landlords') applied for an order to terminate the tenancy and evict Julie Tremblay (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes

The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

The application was scheduled to be heard on March 31, 2026, by video conference, at which the parties decided to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer/Hearings Officer, Michelle Forrester.

The Landlord's Legal Representative, Simon J.M Cope, the Landlord, Sarah Amanda Tarini, and the Tenant were present.

As a result of the mediation the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent and I am satisfied that the parties understand the consequences of their consent.

Agreed facts:

1. The Landlords 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 \$2,500.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,061.00 to the Landlords since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$4,814.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. The parties mutually agreed to a nonvoidable order with an eviction date of April 30, 2026.
10. The parties agreed that the Landlords will waive \$2,500.00 of the total amount of arrears and filing fee up to and including rent to March 31, 2026.
11. After the rent waiver set out in paragraph 10 above, the Tenant will owe the Landlords \$2,500.00 up to and including rent to March 31, 2026.
12. The parties mutually agreed that the Landlord shall waive the rent for rent for April 2026.
13. The Landlords and Tenant mutually agreed that the Tenant shall sign a Release with the Landlord on or before April 30, 2026.
14. The Landlords and Tenant mutually agreed to conduct a move out inspection on or before April 30, 2026

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 30, 2026.
2. The Tenant shall pay the Landlords any rent arrears owing up to and including rent to March 31, 2026 and the cost of filing the application.
3. As of the March 31, 2026, the Tenant owes the Landlords \$5,000.00. See Schedule 1 for the calculation of the amount owing.
4. The Landlords shall waive \$2,500.00 of the total amount of arrears and filing fee up to and including rent to March 31, 2026.
5. After the rent waiver set out in paragraph 4 above, the Tenant will owe the Landlords \$2,500.00 up to and including March 31, 2026.
6. Landlords shall waive the rent for rent for April 2026.

7. If the Tenant fails to vacate in accordance with paragraph 1 above, the Tenant shall also pay the Landlords compensation of \$82.19 per day for the use of the unit starting May 1, 2026 to the date the Tenant moves out of the unit.
8. If the Tenant does not pay the Landlords 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.
9. If the unit is not vacated on or before April 30, 2026, then starting May 1, 2026, the Landlords 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 May 1, 2026.

April 14, 2026
Date Issued

Michelle Forrester
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.

Schedule 1
SUMMARY OF CALCULATIONS

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

Rent Owing To March 31, 2026	\$6,875.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	-\$2,061.00
Less rent waiver	-\$2,500.00
Total amount owing to the Landlord	\$2,500.00
Plus daily compensation owing for each day of occupation starting May 1, 2026	\$82.19 (per day)