



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-005868-26

In the matter of: Trailer #1, 311 Mackenzie Avenue
Geraldton ON P0T1M0

Between: The Corporation of the Municipality of Greenstone Landlord

And

Kevin Pascoe Tenant

The Corporation of the Municipality of Greenstone (the 'Landlord') applied for an order to terminate the tenancy and evict Kevin Pascoe (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application was scheduled to be heard on April 16, 2026, by video conference, at which time the parties decided to participate in LTB facilitated mediation with the assistance of Dispute Resolution Officer/Hearings Officer, Maryam Cooper.

The Landlord's Representative, Sabrina Gunter, the Landlord's Agent, Natasha Payeur, and the Tenant attended the hearing.

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 understood the terms of their consent.

It is agreed that:

1. The parties reached consent on non-voidable order with termination date of May 31, 2026.
2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$160.51. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$5.28. This amount is calculated as follows: \$160.51 x 12, divided by 365 days.

6. The Tenant has not made any payments since the application was filed.
7. The parties agreed that the total rent arrears owing to April 30, 2026, are \$25, 938.76.
8. The Landlord incurred costs of \$186.00 for filing the application. The Landlord waived the application filing fee.
9. There is no last month's rent deposit.
10. The parties agreed on consent that the total rent arrears and costs owing to April 30, 2026, are \$26,124.76.
11. The Landlord agreed to waive \$26,124.76 the total rent arrears and costs owing to April 30, 2026, in exchange to be provided with vacant possession of the rental unit on or before May 31, 2026.
12. The Landlord offered to waive the lawful in May 2026, in exchange to be provided with vacant possession of the rental unit on or before May 31, 2026.
13. The Tenant agreed to move his mobile home/Trailer from the residential complex on or before May 31, 2026. The Tenant further agreed that he would inform the Landlord or the Landlord's agent, Natasha Payeur if the Tenant is not able to move his trailer/mobile home on or before May 31, 2026, and this would allow the Landlord to make the necessary arrangements to move the mobile home on Tenant's behalf. The Tenant agreed to sign the required documents to allow the Landlord to move his trailer. The parties understood that this order deal with rent arrears only and the Landlord may take the proper steps if the Tenant does not comply with his promise to move the trailer from the residential complex.
14. The Tenant agreed that he forfeits his rights to all compensation in this order if he does not move out on or before May 31, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated on May 31, 2026.
2. The Tenant must move out on or before May 31, 2026.
3. If the unit is not vacated on or before May 31, 2026, then starting June 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 June 1, 2026.
5. The Tenant shall also pay the Landlord compensation of \$5.28 per day for the use of the unit starting June 1, 2026, until the date the Tenant moves out of the unit.
6. The total rent arrears and costs owing to April 30, 2026, are \$26,124.76.
7. The Landlord agreed to waive the total rent arrears and costs owing in paragraph 6 of this order, in exchange to be provided with vacant possession of the rental unit on or before May 31, 2026.

8. The Landlord agreed to waive the lawful rent in May, in exchange to be provided with vacant possession of the rental unit on or before May 31, 2026.
9. The Tenant forfeits his rights to all compensations in paragraphs 7 and 8 of this order, if the Tenant does not move out on or before May 31, 2026.

April 23, 2026
Date Issued

Maryam Cooper
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 30, 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.

