



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-016143-26

In the matter of: Unit 2, 1650 3RD AVE E
OWEN SOUND ON N4K2L9

Between: 17074620 Canada Inc. Landlord

And

Kelly Osborne Tenant

17074620 Canada Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Tyler Osborne (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.

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

The Landlord Agent Pismanpreet Singh, the Landlord's legal representative Harpreet Luthra, The Tenant's Representative Dawn Lafonte and the Tenant participated in the mediation.

The parties agreed to resolve all matters raised in the application and requested an order on consent. I was satisfied that the parties understood the consequences of their consent.

Agreed Facts:

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 \$1,055.00. It is due on the first day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$34.68. This amount is calculated as follows: \$1,055.00 x 12, divided by 365 days.

5. The rent arrears owing to April 30, 2026 are \$9,105.75
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. The parties mutually agreed to end the tenancy and in exchange for the Tenants agreeing to terminate the tenancy on June 30, 2026 the Landlord agrees to waive all arrears until April 30, 2026 totalling \$9,105.75, including the filing fee.
9. The parties agreed to amend the application to remove Tyler Peters as a party to the application
10. The parties agreed to amend the application to correct the rental unit to number 3.
11. The parties agreed to amend the application to correct the spelling of the Tenant's last name to "Osborne".

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 June 30, 2026.
2. The Tenant will pay May 2026 rent and June 2026 rent on or before the first day of each month.
3. The Tenant shall also pay the Landlord compensation of \$34.68 per day for the use of the unit starting July 1, 2026 to the date the Tenant moves out of the unit.
4. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
5. 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 July 1, 2026

May 5, 2026
Date Issued

Monique Browne
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 December 17, 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.