



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-083584-25-AM

In the matter of: 3, 21 CAMPBELL ST
CHATHAM ON N7M3W6

Between: 11462725 Canada Inc Landlord
AUSTIN PROPERTY MANAGEMENT

And

PETER BALDWIN (aka HOPKINS, Tenants
WHITEYE)
KENDRA HOPKINS

11462725 Canada Inc, and AUSTIN PROPERTY MANAGEMENT (the 'Landlord') applied for an order to terminate the tenancy and evict PETER BALDWIN (aka HOPKINS, WHITEYE) and KENDRA HOPKINS (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe (L1 Application); and
- the Tenants has been persistently late in paying the Tenants' rent; (L2 Application).
- The Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on March 10, 2026. The Landlord's legal representative, Leah Smith, and The **Tenant** were present.

The Tenant Duty Counsel, Jeff **Wilkins** participated during mediation and during private meeting as Tenant's support person. The Tenant, Kendra Hopkins represented on behalf of Peter Baldwin aka Hopkins Whiteye. The parties reached consent prior to the mediation, and I was satisfied the parties understood the terms and consequence of their consent as set out in the order below.

This amended order is issued by DRO Maryam Cooper to correct clerical error in the original order issued on March 31, 2026.

It is agreed that:

1. The Landlord served the Tenants with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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. The lawful rent is \$1,800.00. It is due on the 1st day of each month.
3. The rent arrears owing to March 31, 2026, are \$12,088.00.
4. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
5. The total rent arrears owing to March 31, 2026, and costs are, \$12,274.00
6. The Landlord collected a rent deposit of \$1,800.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
7. The Tenants agreed to pay to the Landlord \$1,034.89 for outstanding utility costs. The Landlord served Notice N5 to the Tenants.
8. The Tenants agreed to pay the Landlord \$13,308.89. This amount represents \$12,274.00 for rent arrears and costs owing to March 31, 2026, plus \$1,034.89 the outstanding utility costs, subjected to Section 78 of the Act.
9. The parties agreed on consent that this order resolves both applications.

On consent of the parties, it is ordered that (L1/N4 and L2/N5)

1. The Tenants shall pay to the Landlord \$13,308.89 for arrears of rent up to March 31, 2026, \$186.00 the application filing fees, and \$1,034.89 outstanding utility.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - \$461.89 on or before April 22, 2026,
 - \$443.00 on or before the 22nd day of each month, starting on May 22, 2026, up to and including October 22, 2028.
3. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period April 1, 2026, to October 1, 2028 or until the arrears are paid in full, whichever date is earliest.

4. If the Tenants fail to make any one of the payments in accordance with paragraph 2 or 3 of this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after March 31, 2026.

L2 Application – L2/N8 Persistent Late Payment of Rent

5. The tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out below.
6. The Tenants shall pay to the Landlord the monthly lawful rent in full and on time beginning on April 1, 2026, up to and including October 1, 2028.
7. If the Tenants fail to comply with the conditions set out in paragraph 6 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenants. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenants.

March 31, 2026
Date Issued

Maryam Cooper
Hearings Officer, Landlord and Tenant Board

May 5, 2026
Date Amended

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.