



**Order under Section 78(11)
Residential Tenancies Act, 2006**

File Number: LTB-L-018786-26-SA

In the matter of: 6, 2595 LAUZON RD
WINDSOR ON N8T2Z5

Between: Windsor Essex Community Housing Corporation Landlord

And

Nikki Winter Tenant

Windsor Essex Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Nikki Winter (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant did not meet a condition specified in the mediated settlement signed by the parties on May 7, 2025 with respect to application LTB-L-008295-25.

The Landlord's application was resolved by order LTB-L-018786-26, issued on March 6, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-018786-26.

This motion was heard by videoconference on April 14, 2026.

The Landlord's legal representative, and the Tenant attended the hearing.

The parties consented to the following order. I was satisfied that the parties understood the terms and consequences of their consent.

The Parties Agree:

1. The rent arrears owing to April 30, 2026, are \$5,854.19.

It is ordered on consent that:

1. The motion to set aside Order LTB-L-018786-26, issued on March 6, 2026, is granted.
2. Order LTB-L-018786-26, issued on March 6, 2026, is set aside and cannot be enforced.
3. The mediated settlement signed by the parties on May 7, 2025, with respect to LTB-L-008295-25 is amended as follows:

4. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
5. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$6,879.19 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.
6. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after May 31, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
7. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before May 31, 2026.**
8. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,300.99. This amount includes rent arrears owing up to the date of the hearing. See Schedule 1 for the calculation of the amount owing.
9. The Tenant shall also pay the Landlord compensation of \$33.70 per day for the use of the unit starting April 15, 2026 until the date the Tenant moves out of the unit.
10. If the Tenant does not pay the Landlord the full amount owing on or before May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.
11. 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.
12. 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.

May 13, 2026
Date Issued

Kyle McGraw
Member, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2026

Rent Owing To May 31, 2026	\$6,879.19
Total the Tenant must pay to continue the tenancy	\$6,879.19