



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

**File Number:** LTB-L-017064-26

**In the matter of:** UNIT D, 81 WEST ST  
BRANTFORD ON N3T3E8

**Between:** CALBECK INVESTMENTS INC. Landlord

**And**

SAMMY FORESMAN Tenant

CALBECK INVESTMENTS INC. (the 'Landlord') applied for an order to terminate the tenancy and evict SAMMY FORESMAN (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application was scheduled to be heard by video conference on May 4, 2026. Lance Calbeck attended on behalf of The Landlord and was represented by Simran Kaur. The Tenant was present and represented by Kurt Shmuir. Prior to the hearing, the parties elected to participate in LTB facilitated mediation with the assistance of Helen Giannini, a Dispute Resolution Officer and Hearing Officer, with the Landlord and Tenant Board. As a result of the resolution discussion, the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the terms and consequences of their consent.

**The Parties agreed:**

- a. 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.
- b. As of the hearing date, the Tenant was still in possession of the rental unit.
- c. This order is a non-voidable termination of this tenancy based on the parties' mutual agreement to terminate the tenancy by May 31, 2026.
- d. The Tenant has signed a new lease, with new conditions and amenities, which will begin on June 1, 2026.
- e. In consideration for the Tenant entering into the Consent Order, the Landlord will waive half of the rent arrears, resulting in the total arrears being due as \$3,293.00.
- f. There is no last month's rent deposit.

g. The Tenant will pay the arrears through a payment plan.

**It is ordered on consent that:**

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must vacate the current rental unit no later than May 31, 2026.
2. The Tenant shall pay to the Landlord the rent arrears agreed to as owing in paragraph e above in the amount of \$3,293.00. This total includes the Landlord having already waived the other half of the arrears owing and includes the application filing fee.
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 pay to the Landlord the amount set out in paragraph 2 through a payment plan, whereby the Tenant will pay the Landlord \$90.00 a month, on or before the 1<sup>st</sup> day of each month, beginning on June 1, 2026, with a final payment being on May 1, 2029, in the amount of \$143.00.
6. If the Tenant does not comply with the payment plan set out in paragraph 5, the balance will become due and owing and 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.

**May 12, 2026**  
**Date Issued**

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Helen Giannini  
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 December 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.