



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-015451-26

In the matter of: Basement Unit, 114 MANNING AVE
HAMILTON ON L9A3E9

Between: Pasquale Filice Landlord

And

Brook-Lynn MacIsaac Tenant

Pasquale Filice (the 'Landlord') applied for an order to terminate the tenancy and evict Brook-Lynn MacIsaac (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application was scheduled to be heard by videoconference on April 29, 2026. The Landlord Pasquale Filice, the Landlord's Representative Nilo Grabar, and the Tenant Adel Williams engaged in private settlement discussions and advised that the parties had reached an agreement.

The parties mutually agreed to resolve all matters at issue in the application, as well as issues relating to the tenancy up to the day of the mediation, and requested an order on consent. After reviewing the terms, I was satisfied that the parties understood the consequences of the order on consent. I did not determine the application on its merits.

Agreed facts:

1. As of the hearing date, the Tenant was still in possession of the rental unit.
2. The lawful rent is \$1,400.00. It is due on the first day of each month.
3. Based on the Monthly rent, the daily rent/compensation is \$46.03. This amount is calculated as follows: \$1,400.00 x 12, divided by 365 days.
4. The rent arrears owing to April 30, 2026, are \$5,600.00.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. After the application was filed, the Tenant received a credit of \$2,800.00. This amount will be applied to the rental arrears.

7. The Landlord collected a rent deposit of \$1,400.00 from the Tenant 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.
8. Any interest that is owed to the Tenant for the rent deposit is to be applied to the arrears.
9. The parties agree to terminate this tenancy on July 31, 2026.
10. The Tenant may terminate this tenancy earlier than July 31, 2026, by providing the Landlord with a 10day written notice by email.
11. All payments that are made from the Tenant to the Landlord shall be in the form of cheques that are to be placed in the Landlord's mailbox. The Tenant is to notify the Landlord by text message when a cheque is in the mailbox.
12. This agreement is not an admission of guilt or liability for either party.
13. The parties agree to keep the peace for the remainder of the tenancy.

On consent, it is ordered that:

1. As of the date of the hearing, the Tenant owes the Landlord \$2,986.00.
2. If the Tenant remains in the unit in the for the months of May and June, 2026, the Tenant shall pay the Landlord the monthly rent due on or before the first day of the month for the months of May and June 2026.
3. If the Tenant fails to make the payments in accordance with paragraph 2 of this order, and the rental arrears are still outstanding, the remaining balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after April 30, 2026. This may result in the Board issuing an order that terminates the tenancy before July 31, 2026.
4. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before July 31, 2026.
5. If the unit is not vacated on or before July 31, 2026, then starting August 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 August 1, 2026.
7. The Tenant shall also pay the Landlord compensation of \$46.03 per day for the use of the unit starting August 1, 2026, to the date the Tenant moves out of the unit.

8. For the rental arrears as listed in paragraph 1, the Tenant shall pay the Landlord \$2,986.00 as follows:
- a) Starting July 21, 2026, for a period of 5 consecutive months, the Tenant shall make monthly payments of \$500.00 to the Landlord due on or before the 21st day of every month.
 - b) The Tenant shall make one last payment of \$486.00 on or before December 21, 2027.
9. Should the Tenant fail to make the above-said payments under paragraph 8 in full and on time, the entire remaining outstanding balance shall become due and payable forthwith under this order. The Tenant will start to owe simple interest calculated at 4.00% annually on the balance outstanding starting on the date the amount was due. The Landlord has the right to collect the balance outstanding under this order.
10. This order on consent is in full and final settlement of all issues arising from this tenancy to April 29, 2026.

May 11, 2026
Date Issued

Isabelle Bouvier
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 February 1, 2027 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.