



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

File Number: LTB-L-009770-26

In the matter of: 2. Basement, 33 PAUL ST
NORTH BAY ON P1B9M1

Between: Octave Embeya Owandjinkoi Landlord

And

Rui Kevin Medeiros Tenant

Octave Embeya Owandjinkoi (the 'Landlord') applied for an order to terminate the tenancy and evict Rui Kevin Medeiros (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was scheduled to be heard by videoconference on April 13, 2026. The Landlord and the Tenant attended the hearing.

As a result of the mediation the parties requested an order on consent, and I am satisfied that the parties understand the consequences of their consent.

Agreed Facts:

1. The Landlord served the Tenant with a valid 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 \$1,750.00. It is due on the 15th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$57.53. This amount is calculated as follows: \$1,750.00 x 12, divided by 365 days.
5. The rent arrears owing to April 15, 2026 are \$8,000.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

7. The Landlord collected a rent deposit of \$1,750.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit will be applied to the last rental period of the tenancy from March 16, 2026 to April 15, 2026.
8. Interest on the rent deposit, in the amount of \$38.73 is owing to the Tenant for the period from February 15, 2025 to March 15, 2026.
9. The parties agree that the Tenant will carry out renovation services on the Landlord's property from the period April 16, 2026 to May 15, 2026 and the labour cost for these services will be in the sum of \$4,000.00. It is agreed by the parties that should the Tenant perform this renovation work, the labour cost will be deducted from the arrears of rent owing by the Tenant to April 15, 2026.
10. The parties agree that the Tenant shall pay to the Landlord the agreed- to lowered amount of rent arrears outlined in paragraph 4 below in accordance with the payment plan set out in paragraph 5 of this order below.
11. The parties also agree that should the renovation works not be performed by the Tenant, the full amount of rent arrears owing to the Landlord by the Tenant to April 15, 2026 set out in paragraph 2 of this order below, shall become immediately due and owing to the Landlord.
12. Parties agreed to a final, non-voidable eviction order based on the parties' agreement to terminate the tenancy on April 15, 2026. Therefore, the Tenant does not have the option to void the order by paying the arrears and costs.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated and the Tenant must move out of the rental unit on or before April 15, 2026.
2. The Tenant owes to the Landlord \$6,397.27. This amount includes rent arrears owing to April 15, 2026 and the cost of filing the application. The rent deposit and the interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. The Landlord agrees to deduct \$4,000.00 in labour cost if the Tenant performs renovation services on the Landlord's property from the period April 16, 2026 to May 15, 2026.
4. If the Tenant performs the renovation services on the Landlord's property as agreed, the Tenant shall pay to the Landlord \$2,397.27. This amount includes rent arrears owing to April 15, 2026 and the cost of filing the application. The rent deposit, the interest the Landlord owes on the rent deposit and the labour costs referred to in paragraph 3 of this order above are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
5. The Tenant shall pay to the Landlord the agreed- to lowered amount set out in paragraph 4 above in accordance with the following schedule:

- a. Payments of \$100.00 on the 15th day of each month starting May 15, 2026 and continuing each month until March 15, 2028; and
 - b. A final payment of \$97.27 on or before April 15, 2028.
6. If the Tenant fails to perform the renovation works from the period April 16, 2026 to May 15, 2026, the Tenant shall pay to the Landlord the full amount of arrears outlined in paragraph 2 of this order. This amount shall become immediately due and owing and the Tenant will start to owe interest from the day following the breach at 4.00% annually on the balance outstanding. However, if the Tenant performs the renovation works but subsequently defaults in any of the payments required by paragraph 5 of this order, the agreed- to lowered amount owing according to paragraph 4 of this order shall become immediately due and owing and the Tenant will start to owe interest. This will be simple interest calculated from the day following the breach at 4.00% annually on the balance outstanding.
7. The Tenant shall also pay the Landlord compensation of \$57.53 per day for the use of the unit starting April 16, 2026 until the date the Tenant moves out of the unit.
8. If the unit is not vacated on or before April 15, 2026, then starting April 16, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 April 16, 2026.

May 8, 2026
Date Issued

Britney Sooknanan
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 October 16, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay upon termination of the tenancy

Rent Owing To April 15, 2026	\$8,000.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,750.00
Less the amount of the interest on the last month's rent deposit	- \$38.73
Total amount owing to the Landlord	\$6,397.27
Plus daily compensation owing for each day of occupation starting April 16, 2026	\$57.53 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

B. Amount the Tenant must pay upon termination of the tenancy if renovation works are carried out:

Rent Owing To April 15, 2026	\$8,000.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,750.00
Less the amount of the interest on the last month's rent deposit	- \$38.73
Less the amount for labour costs	- \$4,000.00
Total amount owing to the Landlord	\$2,397.27
Plus daily compensation owing for each day of occupation starting April 16, 2026	\$57.53 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	