



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-016814-26 and LTB-L-098469-25

In the matter of: Lower level, 4 HARTSFIELD DR
COURTICE ON L1E1M5

Between: David Robinson Landlord

And

Chelsey Silman Tenant

David Robinson (the 'Landlord') applied for an order to terminate the tenancy and evict Chelsey Silman (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because:

- the Tenant, another occupant of the rental unit or someone the Tenant 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 applications were heard together by videoconference on May 4, 2026.

The Landlord, the Tenant, and the Tenants' Supporter, Tim Silman, participated in mediation and agreed to an Order on Consent in full and final satisfaction of the applications, and in so doing, understand that their legal rights to a hearing on the merits of the matters have been waived.

I was satisfied that the terms of this agreement are consistent with the *Residential Tenancies Act, 2006* and that the parties have provided their informed, independent, and voluntary consent.

The parties before the LTB consented to the following order:

It is agreed that:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,260.00. It is due on the 1st day of each month.

4. Based on the monthly rent, the daily rent/compensation is \$41.42. This amount is calculated as follows: $\$1,260.00 \times 12$, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to May 31, 2026 are \$10,080.00.
7. The Landlord incurred costs of \$186.00 for filing the L1 application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,250.00 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.
9. Interest on the rent deposit, in the amount of \$152.07 is owing to the Tenant for the period from September 27, 2019 to May 4, 2026.
10. On November 14, 2025, the Landlord gave the Tenant an N5 notice of termination. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination, therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006*.
11. The Landlord incurred costs of \$186.00 for filing the L2 application however is not seeking reimbursement of those costs.

It is ordered on consent that:

L1 Application

1. The tenancy between the Landlord and the Tenant is terminated in a final way and without voiding provisions.
2. The Tenant must move out of the rental unit on or before May 31, 2026.
3. The Tenant shall pay to the Landlord \$7,769.61. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and 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.
4. The Tenant shall also pay the Landlord compensation of \$41.42 per day for the use of the unit starting May 5, 2026 until the date the Tenant moves out of the unit.
5. 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.
6. 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.
7. 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.

L2 Application

8. The tenancy between the Landlord and the Tenant is terminated and the Tenant must move out of the rental unit on or before May 31, 2026.
9. 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.
10. 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 12, 2026
Date Issued

 Janice Campbell
 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.

Schedule 1
SUMMARY OF CALCULATIONS – L1 Application

A. For Illustration Purposes Only, the Rent Owing up to May 31, 2026

Rent Owing To May 31, 2026, the end of the current monthly rental period	* \$10,080.00
Application Filing Fee	\$186.00
Amount the Tenant owes to the Landlord up to May 31, 2026	\$10,266.00

B. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Hearing Date – May 4, 2026 (as proportionally restated *)	\$8,985.68
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,250.00
Less the amount of the interest on the last month's rent deposit	- \$152.07
Total amount owing to the Landlord	\$7,769.61
Plus daily compensation owing for each day of occupation starting May 5, 2026, the day after the hearing date.	\$41.42 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	