



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-102538-25

In the matter of: 01, 100 Waverley Street
Ottawa ON K2P0V2

Between: Justin Castonguay Tenant

And

Sleepwell Property Management Landlord

Justin Castonguay (the 'Tenant') applied for an order determining that Sleepwell (the 'Landlord') failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

This application was scheduled to be heard by videoconference on June 25, 2026. Before the hearing date, the parties elected to engage in mediation via Online Dispute Resolution on May 12, 2026. As a result of this order, the hearing is canceled.

The Landlord's Representative Anne Skelly and the Tenant were present.

The parties agreed that:

1. The parties negotiated a global settlement of all issues regarding this tenancy, which includes a non-voidable termination and cash-for-keys payment.
2. The Landlord is holding a last month rent deposit. That amount will be applied to June 2026 and will constitute the full lawful rent.
3. The Landlord will pay the Tenant a total of \$12,000.00 in a cash-for-keys agreement.
4. The Landlord has already paid the Tenant \$2,000.00 of the cash-for-keys payment on May 08, 2026.

On consent of the parties, it is ordered that:

1. The application shall be amended to reflect the following:
 - Street address "100 Waverly" shall be amended to "100 Waverly Street";
 - and,
 - Landlord "Sleepwell" shall be amended to "Sleepwell Property Management".

2. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 30, 2026.
3. The Landlord shall pay the Tenant \$10,000.00, the remaining cash-for-keys balance.
4. The Landlord shall pay the Tenant the amount set out in paragraph 3 in accordance with the following schedule:
 - \$4,000.00 on or before May 14, 2026; and,
 - \$6,000.00 on or before June 30, 2026, at such time as the Tenant provides vacant possession of the rental unit to the Landlord.
5. If the Tenant fails to vacate the rental unit on or before June 30, 2026, they shall forfeit claim to the \$6,000.00 payable by the Landlord on or before June 30, 2026.
6. If the Landlord does not pay the Tenant the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 01, 2026, in accordance with the *Courts of Justice Act* on the balance outstanding.
7. If the unit is not vacated on or before June 30, 2026, then starting July 01, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 July 01, 2026.
9. This order settles all claims advanced by the Tenant and/or the Landlord against one another in relation to this tenancy, up to the date of this order.

May 14, 2026
Date Issued

Adam Rogers
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 January 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.