



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-019516-26

In the matter of: 202, 1371 SIMCOE ST N
OSHAWA ON L1G4X5

Between: Lanmark Management Ltd Landlord

And

James Nolan Tenant

Lanmark Management Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict James Nolan (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The parties attended a hearing on May 12, 2026, by video conference. The parties elected to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer, Maryam Cooper. The Landlord's Agent, Cole Foley, and Tenant, James Nolan, were present.

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

The parties agreed that:

1. The parties agreed on consent to amend the application and remove Joseph Nolan as a Tenant from this application.
2. The parties agreed on consent on extended standard order with termination date of July 31, 2026.
3. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
4. The lawful rent is \$1,497.52. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$49.23. This amount is calculated as follows: \$1,497.52 x 12, divided by 365 days.
6. The rent arrears owing to May 31, 2026, are \$3,854.16.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$1,295.00 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 \$185.10 is owing to the Tenants for the period from August 9, 2018, to May 12, 2026.
10. The total rent arrears and costs owing to May 31, 2026, are \$4,040.16.
11. The Tenant agreed to pay the lawful rent on time and in full on or before June 1, 2026.
12. The Tenant agreed to pay the lawful rent on time and in full on or before July 1, 2026.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$4,040.16 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$5,537.68 if the payment is made on or before June 30, 2026, this amount includes \$1,497.52 the lawful rent in June which is due on or before June 1, 2026.

OR

 - \$7,035.20 if the payment is made on or before July 1, 2026, this amount includes \$1,497.52 the lawful rent in July which is due on or before July 1, 2026.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after July 31, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order 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 \$49.23 per day for the use of the unit starting August 1, 2026, until the date the Tenant moves out of the unit.
8. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,352.58. This amount includes rent arrears owing up to June 30, 2026, and the cost of filing the application. The interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. The last month's rent deposit applied to the lawful rent in July.
9. If the Tenant does not pay the Landlord the full amount owing on or before July 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026, at 4.00% annually on the balance outstanding.

May 20, 2026

Date Issued

Maryam Cooper

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 D January 31, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2026

Rent Owing to May 31, 2026	\$6,020.88
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$2,166.72
Total the Tenants must pay to continue the tenancy	\$4,040.16

B. Amount the Tenants must pay if the tenancy is terminated

Rent Owing to Hearing Date	\$5,114.12
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$2,166.72
Less the amount of the last month's rent deposit	- \$1,295.00
Less the amount of the interest on the last month's rent deposit	- \$185.10
Total amount owing to the Landlord	\$1,653.30
Plus, daily compensation owing for each day of occupation starting May 13, 2026	\$49.23 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	