



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

**File Number:** LTB-L-024454-26

**In the matter of:** 1 LESLIE AVE  
BARRIE ON L4N9N7

**Between:** NANCY BUI Landlord

**And**

ASHLEY MITCHELL Tenant  
ALEX DRINKWATER

When the capitalized word “Tenant” is used in this order, it refers to all persons identified as a Tenant in this decision’s title of proceedings.

NANCY BUI (the 'Landlord') applied for an order to terminate the tenancy and evict ASHLEY MITCHELL and ALEX DRINKWATER (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application was scheduled to be heard by video conference on May 13, 2026. The Landlord attended and was represented by Teri Landriault and the Tenant, Alex Drinkwater was present. Prior to the hearing, the parties elected to participate in LTB facilitated mediation with the assistance of Helen Giannini, a Dispute Resolution Officer and Hearing Officer, with the Landlord and Tenant Board. As a result of the resolution discussion, the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the terms and consequences of their consent.

**The Parties agreed:**

- a. 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.
- b. As of the hearing date, the Tenant was still in possession of the rental unit.
- c. The lawful rent is \$3,200.00. The rent is due on the 20th day of each month.
- d. Based on the Monthly rent, the daily rent/compensation is \$105.21. This amount is calculated as follows: \$3,200.00 x 12, divided by 365 days.

- e. The rent arrears owing by the Tenant up to and including May 19, 2026, including the \$186.00 application filing fee are \$7,872.00.
- f. The Landlord collected a rent deposit of \$3,200.00 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.
- g. The Tenant will pay the rent due on May 20, 2026, on time and in full.

**It is ordered on consent that:**

- 1. The Tenant shall pay to the Landlord \$7,872.00 for arrears of rent up to May 19, 2026, including the application filing fee.
- 2. The Tenant shall pay to the Landlord new rent on time and in full as it comes due and owing for the rent due on May 20, 2026.
- 3. If the Tenant fails to pay the lawful rent of \$3,200.00 due on May 20, 2026, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord 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
- 4. If the Tenant satisfies the payment in paragraph 2, (the May 20, 2026, rent is paid in full and on time) the tenancy between the Landlord and the Tenant continues until June 13, 2026, at which time the Tenant may void this order by the further payment of the arrears owing in paragraph 1.
- 5. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$7,872.00 if the payment is made on or before June 13, 2026 (as the rent due on May 20, 2026, is to be paid on time and in full). See Schedule 1 for the calculation of the amount owing.
- 6. 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 June 13, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
- 7. **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 June 13, 2026.**
- 8. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,605.24. 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.

9. The Tenant shall also pay the Landlord compensation of \$105.21 per day for the use of the unit starting May 14, 2026, less any rent paid, until the date the Tenant moves out of the unit.
10. If the Tenant does not pay the Landlord the full amount owing on or before June 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 14, 2026, at 4.00% annually on the balance outstanding.
11. If the unit is not vacated on or before June 13, 2026, then starting June 14, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
12. 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 14, 2026.

**May 19, 2026**  
**Date Issued**

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Helen Giannini  
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 14, 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 to void the eviction order and continue the tenancy if the payment is made on or before May 19, 2026**

|                                                          |                   |
|----------------------------------------------------------|-------------------|
| Rent Owing To May 19, 2026                               | \$7,686.00        |
| Application Filing Fee                                   | \$186.00          |
| <b>Total the Tenant must pay to continue the tenancy</b> | <b>\$7,872.00</b> |

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 13, 2026, as the rent due on May 20, 2026 must be paid**

|                                                          |                   |
|----------------------------------------------------------|-------------------|
| Rent Owing To June 19, 2026                              | \$7,686.00        |
| Application Filing Fee                                   | \$186.00          |
| <b>Total the Tenant must pay to continue the tenancy</b> | <b>\$7,872.00</b> |

**C. Amount the Tenant must pay if the tenancy is terminated**

|                                                                                                                     |                       |
|---------------------------------------------------------------------------------------------------------------------|-----------------------|
| Rent Owing To Hearing Date                                                                                          | \$5,853.73            |
| Application Filing Fee                                                                                              | \$186.00              |
| <b>Less</b> the amount of the last month's rent deposit                                                             | - \$3,200.00          |
| <b>Less</b> the interest on the last month's rent deposit                                                           | - \$234.49            |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$2,605.24</b>     |
| Plus daily compensation owing for each day of occupation starting May 14, 2026, less any rent paid                  | \$105.21<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                       |