



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-017555-26

In the matter of: unit 1, 1178 BANCROFT DR
SUDBURY ON P3B 1R5

Between: John Shane Landlord

and

Brandy Derouin Tenant

John Shane (the 'Landlord') applied for an order to terminate the tenancy and evict Brandy Derouin (the 'Tenant') because the Landlord requires vacant possession of the rental unit in order to do major repairs or renovations to the unit.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was scheduled for a videoconference hearing on May 13, 2026.

The Landlord and the Tenant engaged in private settlement discussions on the day of the hearing. Parties reached an agreement and requested an order on consent. The Tenant did not receive legal advice about this application.

I am satisfied that the parties understand the consequences of their consent, including waiving their right to a hearing on this application.

Agreed Facts:

- 1) The current rent is \$1,001.43. It is due on the 1st day of each month.
- 2) The Landlord has received the building permits for the renovations.
- 3) This is a five unit residential complex. The Landlord has paid \$2,002.86 to the Tenant as part of the required three (3) months of rent compensation by waiving rent for April and May 2026. The Landlord will pay the final \$1,001.43 owed to the Tenant by waiving rent for June 2026.
- 4) The Tenant is exercising their right of first refusal to occupy the rental unit as a Tenant when the repairs or renovations are completed.

- 5) The Tenant may reoccupy the rental unit at a rent that is no more than what the Landlord could have lawfully charged if there had been no interruption in the Tenant's tenancy.
- 6) It is a condition under the right of first refusal that the Tenant will inform the Landlord in writing of any change of address.
- 7) The Landlord collected a rent deposit of \$800.00 from the Tenant on October 1, 2013. When the Tenant moved to this larger rental unit, the Tenant paid an additional \$100.00 to the Landlord as rent deposit on October 1, 2014. Both deposits are still being held by the Landlord and shall only be applied to the last rental period of the tenancy if the tenancy terminates. The Landlord has not yet paid to the Tenant any interest on the rent deposits.

It is ordered on consent of the parties that:

1. The Landlord shall pay to the Tenant \$1,001.43 on or before June 30, 2026. If the payment is not made, the tenancy is not terminated and the Tenant does not have to vacate the rental unit.
2. The Tenant must move out of the rental unit on or before June 30, 2026.
3. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 1, 2026.
5. The Tenant shall be allowed to return to the rental unit after the renovations/repairs are completed at a rent that is no more than what the Landlord could have lawfully charged if there had been no interruption in the Tenant's tenancy.
6. This order is in full and final settlement of this application.

May 20, 2026
Date Issued

Denise Hannivan
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 of the Tenant 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.