



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-018959-26

In the matter of: 608, 839 TALWOOD DR
PETERBOROUGH ON K9J 7M6

Between: Macpherson Realty Landlord

and

Celina Payne Tenant

Macpherson Realty (the 'Landlord') applied for an order to terminate the tenancy and evict Celina Payne (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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises;
- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises;
- the Tenant has been persistently late in paying the Tenant's rent.

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

Macpherson Realty (the 'Landlord') also applied for an order requiring Celina Payne (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was scheduled for a videoconference hearing on May 27, 2026.

On that date, the parties agreed to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer (DRO) Denise Hannivan. The Landlord's Representative Crystal Francey, the Tenant, and the Tenant's Support Person and Occupant of the unit Christopher McLeod participated in the mediation. The Tenant received legal advice about this application.

As a result of the mediation, the parties requested an order on consent to resolve this application, and 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 \$1,360.00. It is due on the 1st day of each month.
- 2) Based on the Monthly rent, the daily rent/compensation is \$44.71. This amount is calculated as follows: \$1,360.00 x 12 months, divided by 365 days.
- 3) The Tenant may pay rent for June 2026 in the following manner:
 - \$1,000.00 to be paid on or before June 1, 2026, and;
 - \$360.00 to be paid on or before June 20, 2026.
- 4) Rent is once again due on or before the 1st day of each month starting July 1, 2026.
- 5) The Landlord collected a rent deposit of \$1,360.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit shall be applied to the last rental period of the tenancy as the tenancy is terminating October 31, 2026.
- 6) Interest on the rent deposit, in the amount of \$21.41 will be owing to the Tenant for the period January 1, 2026 to September 30, 2026.
- 7) The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
- 8) The Landlord waives collection of the \$10,000.00 in damages that the Landlord incurred per an application amendment request that the Landlord would have made in lieu of this order on consent.

It is ordered on consent of the parties that:

1. The tenancy between the Landlord and the Tenant is terminated effective October 31, 2026. **The Tenant and all Occupants must move out of the rental unit on or before October 31, 2026.**
2. If the unit is not vacated on or before October 31, 2026, then starting November 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 November 1, 2026.
4. The Tenant shall pay to the Landlord \$164.58 which represents the filing fee less the interest owed to the Tenant on the rent deposit.
5. If the Tenant does not pay the Landlord the full amount owing per paragraph 4 of this order on or before October 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from November 1, 2026 at 4.00% annually on the balance outstanding.

6. The Tenant shall also pay the Landlord compensation of \$44.71 per day for the use of the unit starting November 1, 2026 until the date the Tenant moves out of the unit.

Additional Conditions

7. The tenancy between the Landlord and the Tenant continues until October 31, 2026 if the Tenant meets the conditions set out in paragraph 8 below.
8. The Tenant shall pay to the Landlord new, lawful rent on time and in full as it comes due and owing for the twelve (12) month period June 1, 2026 (June to be paid in two installments per the Agreed Facts) to September 1, 2026.
9. If the Tenant fails to comply with the conditions set out in paragraph 8 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant EARLIER THAN OCTOBER 31, 2026. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenants.
10. This order is in full and final settlement of this application.

May 29, 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 May 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.