



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

File Number: LTB-L-023026-26

In the matter of: LOWER UNIT, 1 MCINTYRE DR
BARRIE ON L4N 2S2

Between: SAMINA SHAIKH Landlord

And

ANNETTE LEWIS Tenant

SAMINA SHAIKH (the 'Landlord') applied for an order to terminate the tenancy and evict ANNETTE LEWIS (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 21, 2026. Before the start of the hearing, the Landlord's representative, paralegal, Cassandra Weatherston and the Tenant, Annette Lewis, advised that the parties had reached an agreement. The Tenant did not seek legal advice prior to the hearing.

The parties requested that Dispute Resolution Officer (DRO) Pauline Brewster issue an order on consent to resolve all matters raised in the application.

Upon discussing the terms of the consent with the parties, I was satisfied that the parties made informed decisions, understanding the terms and consequences.

Agreed Facts:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice).
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12 months, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to May 31, 2026, are \$41,400.00.

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 \$2,000.00 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 \$128.24 is owing to the Tenant for the period from February 24, 2023, to July 31, 2026.
10. The Landlord will provide the Tenant with a positive Reference Letter on or before May 29, 2026, by email and regular mail.
11. The parties agreed to a final, non-voidable eviction order based on the parties' agreement to terminate the tenancy. Therefore, the Tenant does not have the option to void the order by paying the arrears and costs.

On consent, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before **July 31, 2026**.
2. The Landlord waives all outstanding arrears owed by the Tenant for the period ending on May 31, 2026.
3. The Landlord waives rent for June 2026 and July 2026.
4. 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.
5. 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.
6. The Tenant shall pay the Landlord compensation of \$65.75 per day for the use of the unit starting August 1, 2026, until the date the Tenant moves out of the unit.
7. This Order on Consent is in full and final settlement of the application, and neither party can bring any further applications before the LTB or any other court.

June 3, 2026
Date Issued

Pauline Brewster
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 February 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.