



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-024337-26

In the matter of: 2 Walpole, 924 Concession
Haldimand County ON N0A1L0

Between: Wolfgang Wayne Kienitz Landlord

And

Jennifer Jefferies Tenant

Wolfgang Wayne Kienitz (the 'Landlord') applied for an order to terminate the tenancy and evict Jennifer Jefferies (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was scheduled to be heard by videoconference on May 25, 2026. The Landlord's legal representative, Ayan Hadiyeva and the Tenant attended the hearing and participated in mediation.

As a result of the mediation, 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.

Agreed Facts:

1. The Landlord served the Tenant with a valid 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$3,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 12, divided by 365 days.

5. The rent arrears owing to May 31, 2026 are \$15,000.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord collected a rent deposit of \$3,000.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit will be applied to the last rental period of the tenancy being June 2026.
8. Interest on the rent deposit, in the amount of \$98.18 is owing to the Tenant for the period from January 15, 2025 to May 31, 2026.
9. Parties agreed to a final, non-voidable eviction order based on the parties' agreement to terminate the tenancy on July 1, 2026. Therefore, the Tenant does not have the option to void the order by paying the arrears and costs.
10. The Landlord agrees to waive daily compensation owing for July 1, 2026.
11. The parties agree that the Tenant will pay to the Landlord the amount set out in paragraph 2 below in accordance with a post-termination date payment plan set out in paragraph 3 of the Order below.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated and the Tenant must move out of the rental unit on or before July 1, 2026.
2. The Tenant shall pay to the Landlord \$15,087.82. This amount includes rent arrears owing up to May 31, 2026 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.
3. The Tenant shall pay to the Landlord the amount set out in paragraph 2 of this order in accordance with the following schedule:
 - a. Payments of \$2,000.00 on or before the 1st day of each month starting August 1, 2026, and continuing each month until February 1, 2027; and
 - b. A final payment of \$1,087.82 on or before March 1, 2027.
4. If the Tenant fails to make any payment required by paragraph 3 of this order, the full amount owing pursuant to paragraph 2 of this order shall become immediately due and owing and the Tenant will start to owe interest from the day following the breach. This will be simple interest calculated at 4.00% annually on the balance outstanding.
5. If the unit is not vacated on or before July 1, 2026, then starting July 2, 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 July 2, 2026.

7. The Tenant shall also pay the Landlord compensation of \$98.63 per day for the use of the unit starting July 2, 2026 until the date the Tenant moves out of the unit.

June 4, 2026

Date Issued

Britney Sooknanan

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 January 2, 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 Tenant must pay upon termination of the tenancy on July 1, 2026

Rent Owing To May 31, 2026	\$15,000.00
Application Filing Fee	\$186.00
Lawful monthly rent for June 2026	\$3,000.00
Less the amount of the last month's rent deposit	- \$3,000.00
Less the amount of the interest on the last month's rent deposit	- \$98.18
Total amount owing to the Landlord	\$15,087.82
Plus daily compensation owing for each day of occupation starting July 2, 2026	\$98.63 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	