



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-043110-26

In the matter of: 24659 CRINAN LINE
WEST LORNE ON N0L2P0

Between: Douglas DeGraw Tenant

And

1838107 Ontario Ltd. Landlord
David Buurma

Douglas DeGraw (the 'Tenant') applied for an order determining that 1838107 Ontario Ltd. and David Buurma (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- withheld or interfered with their vital services or care services and meals in a care home (T2 Application).

The Tenant also applied for an order determining the Landlord failed to maintain the rental unit (T6 Application).

This application was heard by videoconference on June 1, 2026.

The Tenant, Tenant's legal representative Patrick Pacheco, the Landlord's agent Michaela Tessemaker, and Landlord's legal representative Giuseppe Rizzuto attended the hearing. At the hearing, the parties consented to the following order. I was satisfied it was an informed consent.

It is ordered on consent that:

1. The tenancy between the Landlord and Tenant is terminated on a non-voidable basis June 15, 2026.
2. If the unit is not vacated on or before June 15, 2026, then starting June 16, 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 June 16, 2026.

4. During the tenancy the agreed upon monthly rent was \$250.00. The Landlord agrees to provide the Tenant 100% rent abatement from February 2025 through to June 15, 2026 in the form of rent forgiveness for those months as the Tenant did not make any payments to the Landlord beginning February 2025.
5. In addition to the rent abatement in paragraph 4, the Landlord agrees to pay the Tenant \$6,000.00 in compensation. The Landlord shall pay the Tenant \$2,000.00 on or before June 4, 2026. Should the Tenant vacate the rental unit by June 15, 2026 at 11:59pm, the Landlord shall pay the Tenant the remaining \$4,000.00 on or before June 1, 2027. Should the Tenant not vacate the rental unit by June 15, 2026 at 11:59pm, the Tenant forfeits the \$4,000.00 payment.
6. If the Landlord does not pay the Tenant the full amount owing on or before June 1, 2027, the Landlord will start to owe interest. This will be simple interest calculated from June 2, 2027 at 4.00% annually on the balance outstanding.
7. This settlement resolves all issues contained in the T2 and T6 applications.

June 2, 2026
Date Issued

Brett Lockwood

Member, 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 16, 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.