



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-027268-26

In the matter of: UNIT2, 689 GEORGE ST N
PETERBOROUGH ON K9H3T1

Between: CLEARY INVESTMENTS Landlord

And

Linda Dupuis Tenants
Paul Breault

CLEARY INVESTMENTS (the 'Landlord') applied for an order to terminate the tenancy and evict Linda Dupuis and Paul Breault (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

The parties attended a hearing on June 4, 2026, by video conference. The parties elected to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer/Hearings Officer, Maryam Cooper.

The Landlord's Representative, Alushe Stafa, and the Tenant, Paul Breault, on behalf of both Tenants were present. Tenant Duty Counsel assisted the Tenant during mediation.

As a result of the mediation the parties requested a consent order, and I am satisfied that the parties understand the consequences of their consent.

It is agreed that:

1. The parties reached consent on non-voidable order with termination date of August 31, 2026, at the latest.
2. The Landlord served the Tenants with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
3. As of the hearing date, the Tenants were still in possession of the rental unit.
4. The lawful rent is \$1,869.15. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$61.45. This amount is calculated as follows: \$1,869.15 x 12, divided by 365 days.

6. The rent arrears owing to June 30, 2026, are \$7,469.90.
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 \$1,869.15 from the Tenants and this deposit is still being held by the Landlord. The last month's rent deposit will be applied to the last month of Tenancy in August 2026. The parties agreed that no interest is owed on the last month's rent deposit.
9. The total rent arrears and costs owing to June 30, 2026, are \$7,655.90.
10. The Landlord agreed to waive \$7,655.90 the total rent arrears and cost owing to June 30, 2026, in exchange to be provided with a vacant possession of the rental unit on or before August 31, 2026.
11. The Tenants agreed to pay the lawful rent in July on time and in full on or before July 1, 2026, and the parties agreed that the lawful rent in July is subjected to Section 78 of the Act.
12. If the Tenants fail to make the lawful rent in July on time and in full on or before July 1, 2026, the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants earlier than August 31, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated on August 31, 2026, at the latest.
2. The Tenants must move out on or before August 31, 2026. unless the Tenants void this order.
3. If the unit is not vacated on or before August 31, 2026, then starting September 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 September 1, 2026.
5. The Tenants shall also pay the Landlord compensation of \$61.45 per day for the use of the unit starting September 1, 2026, until the date the Tenants move out of the unit.
6. The Total rent arrears and cost owing to June 30, 2026, are \$7,655.90.
7. The Landlord will waive the total rent arrears and cost owing in paragraph 6 of this order in exchange to be provided with a vacant possession of the rental unit on or before August 31, 2026.
8. The last month's rent deposit shall be applied to the last month of Tenancy in August 2026.

Terms and Conditions

9. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for July 2026 on or before July 1, 2026.
10. If the Tenants fail to make any one of the payments in accordance with paragraph 9 of this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenants to the Landlord pursuant to paragraph 9 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after June 30, 2026.

June 11, 2026
Date Issued

Maryam Cooper
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 March 3, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before June 22, 2026

Rent Owing to June 30, 2026	\$8,404.90
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$935.00
Total the Tenants must pay to continue the tenancy	\$7,655.90