



**Order under Section 78(11)
Residential Tenancies Act, 2006**

File Number: LTB-L-030843-26-SA

In the matter of: 2, 597 STEVENSON RD N
OSHAWA ON L1J5P2

Between: Patrick Burchartz Landlord

And

Derrick Jones Tenant

Patrick Burchartz (the 'Landlord') applied for an order to terminate the tenancy and evict Derrick Jones (the 'Tenant')) and for an order to have the Tenant pay the rent they owe because the Tenant did not meet a condition specified in the order issued by the LTB on consent by the parties on November 24, 2025 with respect to application LTB-L-075789-25.

The Landlord's application was resolved by order LTB-L-030843-26, issued on April 13, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-075502-24 April 23, 2026.

This application was to be heard by videoconference on June 3, 2026. The Landlord's representative, Amy McCue, and the Tenant, Derrick Jones attended the hearing. The Tenant did not speak with Tenant Duty Counsel before the start of mediation.

The parties elected to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer (DRO) John Russett. The parties agreed to resolve the issues in the Landlord's application and requested the LTB to issue a Consent Order confirming their agreement.

I was satisfied that the parties understood the consequences of the Consent.

The parties agree that:

1. As of the hearing date, the Tenant was still in possession of the rental unit.
2. The lawful rent is \$2,136.26. It is due on the 1st day of each month.
3. Based on the Monthly rent, the daily rent/compensation is \$70.23. This amount is calculated as follows: \$2,136.26 x 12, divided by 365 days.
4. The Tenant has paid \$14,873.57 to the Landlord since the application was filed.

5. The Landlord is waiving \$500.00 in rent to compensate the Tenant for a flood.
6. The rent arrears owing to June 30, 2026, are \$1,571.25.
7. The Landlord collected a rent deposit of \$1,845.00 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.
8. Interest on the rent deposit, in the amount of \$192.19 is owing to the Tenant for the period from January 13, 2022, to June 3, 2026.

It is ordered on consent that:

1. The motion to set aside Order LTB-L-030843-26, issued on April 23, 2026, is granted.
2. Order LTB-L-030843-26, issued on April 13, 2026, is set aside and cannot be enforced.
3. The previous order issued on December 5, 2025, with respect to LTB-L-075789-25 is cancelled and replaced with the following:
4. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
5. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

\$1,571.25 if the payment is made on or before June 19, 2026. See Schedule 1 for the calculation of the amount owing.

6. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after June 20, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
7. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before June 19, 2026.**
8. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation the Landlord is entitled to by \$395.96. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$70.23 per day for compensation for the use of the unit starting June 4, 2026, until the date the Tenant moves out of the unit.
9. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
10. If the unit is not vacated on or before June 19, 2026, then starting June 20, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

11. 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 20, 2026.

June 16, 2026
Date Issued

John Russett
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 December 20, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 19, 2026

Rent Owing to June 30, 2026	\$16,944.82
Less the amount the Landlord is crediting the Tenant for the flood	-\$500.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$14,873.57
Total the Tenant must pay to continue the tenancy	\$1,571.25

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing to Hearing Date	\$15,118.84
Less the amount the Landlord is crediting the Tenant for the flood	-\$500.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$14,873.57
Less the amount of the last month's rent deposit	- \$1,845.00
Less the amount of the interest on the last month's rent deposit	- \$192.19
Total amount owing to the Landlord	\$(395.96)
Plus daily compensation owing for each day of occupation starting June 4, 2026	\$70.23 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	