



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

File Number: LTB-L-036227-26

In the matter of: 536 CRESTON AVE
LONDON ON N6C3A4

Between: Cheryl Chute Landlord

And

Jennifer Cobban Tenant

Cheryl Chute (the 'Landlord') applied for an order to terminate the tenancy and evict Jennifer Cobban (the 'Tenant') because:

- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The application was heard by videoconference on June 15, 2026. The Landlord's legal representative Brittney-Rose Aylssa Ward, the Landlord, and the Tenant attended the hearing.

At the hearing, the parties engaged in mediation. As a result of the resolution discussion, 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, and specifically that the tenancy would terminate.

Agreed Facts:

1. The Tenancy between the Landlord and Tenant will terminate on August 31, 2026.
2. The parties agree that compensation equal to one month's rent for the N12 Notice of Termination was paid to the Tenant by waiving the rent for May 2026.
3. The Tenant can vacate the rental unit prior to August 31, 2026 without penalty, provided ten (10) days written notice is given to the Landlord.

4. The lawful rent is \$950.00. It is due on the 1st day of each month.
5. Based on the monthly rent, the daily compensation is \$31.23. This amount is calculated as follows: \$950.00 x 12, divided by 365 days.
6. The Landlord collected a rent deposit of \$850.00 from the Tenant and this deposit is still being held by the Landlord.
7. Interest on the rent deposit, in the amount of \$197.90 is owing to the Tenant for the period from January 31, 2013 to June 15, 2026.

On consent of the parties, 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 August 31, 2026.
2. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit is \$1,047.90. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$31.23 per day for compensation for the use of the unit starting June 16, 2026 until the date the Tenant moves out of the unit.
3. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
4. 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.
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 September 1, 2026.

June 18, 2026
Date Issued

Sandra Sabourin
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 of the Tenant expires on March 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.