



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

File Number: LTB-L-039984-26

In the matter of: 942 ASHDALE CRES W
PETERBOROUGH ON K9H7H5

Between: LYNDA HANLEY Landlord

And

SUSAN GRAHAM Tenants
KERRI HOLLAND

LYNDA HANLEY (the 'Landlord') applied to the Landlord and Tenant Board ('LTB') for an order to terminate the tenancy and evict SUSAN GRAHAM and KERRI HOLLAND (the 'Tenants') 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 Tenants remained in the unit after the termination date.

This application was scheduled to be heard by videoconference on June 16, 2026. The Landlord attended with her legal representative, Crystal Francey, Licenced Paralegal. The Landlord's Agent, Bethann Corfe, Property Manager was present. Both Tenants attended and were self-represented.

Prior to the start of the hearing, and through private conversation, the parties resolved the application and requested the LTB issue an Order on consent confirming their agreement. I, as Dispute Resolution Officer and Hearing Officer, am satisfied that the parties understood the terms of their consent as set out in the Order below.

The parties agreed that:

- a. The Landlord gave the Tenants an N12 notice of termination with the termination date of June 30, 2026. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord.
- b. The Landlord has compensated the Tenants an amount equal to one month's rent by waiving the Tenants requirement to pay the rent due for May 2026.

- c. The current monthly rent is \$2,264.98. It is due on the 1st of each month.
- d. Based on the monthly rent, the daily compensation is \$74.47. This amount is calculated as follows: $\$2,264.98 \times 12 \text{ months}$, divided by 365 days.
- e. The Landlord collected a rent deposit of \$2,000.00 from the Tenants and this deposit is still being held by the Landlord.
- f. Interest on the rent deposit, in the amount of \$297.27 is owing to the Tenants for the period from June 1, 2018 to June 11, 2026.
- g. The parties agree that the last month rent deposit and interest owing on the deposit will be applied to the rent due from June 1, 2026 through to and including June 30, 2026.
- h. The Tenants will pay the Landlord per diem rent from July 1, 2026 up to and including the date the Tenants vacate the rental unit.

On consent of the parties, it is ordered that:

- 1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before July 31, 2026.
- 2. If the unit is not vacated on or before July 31, 2026, then starting August 1, 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 August 1, 2026.
- 4. The Tenants shall pay the Landlord compensation of \$74.47 per day for the use of the unit starting July 1, 2026 until the date the Tenants move out of the unit.

June 23, 2026

Date Issued

Joanne Lolato

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 Tenants expires on January 31, 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.