



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

File Number: LTB-L-029081-26
LTB-T-049635-26
LTB-L-029040-26

**In the matter
of:** 76 EUGENIA ST
BARRIE ON L4M1R1

Between: Mindy Wang Landlords
Randal Emms

And

Darryl Townsend Tenant

Mindy Wang and Randal Emms (the 'Landlords') applied for an order to terminate the tenancy and evict Darryl Townsend (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was scheduled to be heard by videoconference on June 10, 2026.

The Landlord's legal representative, Howard Tavroges, The Landlord and the Tenant were present.

The parties mutually agreed to also resolve LTB-L-029040-26, and LTB-T-049635-26.

The parties reached consent prior to the mediation and agreed on all matters at issue in these applications and requested an order on consent. I was satisfied that the parties understood the terms and consequences of their consent.

It is agreed that:

1. The above-mentioned applications were combined for the purpose of this order.
2. The parties reached consent on non-voidable order with termination date of October 31, 2026.
3. The Landlords served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant 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.
4. As of the hearing date, the Tenant was still in possession of the rental unit.

5. The lawful rent is \$2,615.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$85.97. This amount is calculated as follows: \$2,615.00 x 12, divided by 365 days.
7. The rent arrears and costs owing to June 30, 2026, are \$5,648.00.
8. The Landlords collected a rent deposit of \$2,500.00 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.
9. This parties agreed on consent that this order resolves all issues arising from this tenancy between the Landlords and the Tenant including but not limited to S.82 issues. The parties further agreed that this order resolves all 3 applications, and it is a full and final settlement of all issues.
10. The Landlords agreed to waive \$5,648.00 the total rent arrears and costs owing to June 30, 2026, \$2,615.00 the lawful rent in July, and \$2,615.00 the lawful rent in September, in exchange to be provided with a vacant possession of the rental unit on or before October 31, 2026, and to resolve all issues arising from the Tenant's application and any issues related to S.82 of the Act. No interest is owed on the last month's rent deposit.
11. The parties agreed that the Tenant does not have to pay the lawful rent in August. It was agreed that the lawful rent in August 2026 is a non-Monterey compensation for the Notice N12. The parties also agreed that the Landlords previously paid the required compensation however, it was not accepted by the Tenant.

Condition

12. The parties agreed that if the Tenant choose to vacate on or before September 30, 2026, the Tenant will provide the Landlord with 7 days notice via email. The parties agreed that the Landlord will apply the last month's rent deposit to the lawful rent in September instead of October, and The Landlord agreed to compensate the Tenant \$2,615.00 upon receiving the vacant possession of the rental unit on or before September 30, 2026.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated on October 31, 2026.
2. The Tenant must move out on or before October 31, 2026.
3. If the unit is not vacated on or before October 31, 2026, then starting November 1, 2026, the Landlords 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 Landlords on or after November 1, 2026.

5. The Tenant shall also pay the Landlords compensation of \$85.97 per day for the use of the unit starting November 1, 2026, until the date the Tenant moves out of the unit.
6. The total rent arrears and costs owing to June 30, 2026, are \$5,648.00.
7. The Landlords waived the total rent arrears and costs owing to June 30, 2026, in exchange to be provided with a vacant possession of the rental unit on or before October 31, 2026, and to resolve all matters in these applications.
8. The Landlord waived the lawful rent in July in exchange to be provided with a vacant possession of the rental unit on or before October 31, 2026, and to resolve all matters in these applications.
9. The lawful rent in August 2026 shall be considered as a non-Monterey compensation from the Landlords to the Tenant for the Notice N12.
10. The Landlords waived the lawful rent in September in exchange to be provided with a vacant possession of the rental unit on or before October 31, 2026, and to resolve all matters in these applications.
11. The last month's rent deposit shall be applied to the last month of Tenancy in October 2026.
12. This order resolves all issues arising from this tenancy between the Landlords and the Tenant and it is a full and final settlement of all issues.

June 24, 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 May 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.

