



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

File Number: LTB-L-035264-26

In the matter of: 923 Purcell Crescent
Kingston ON K7P1C1

Between: Randy Aube Landlord

And

Sean O'Ray Tenant

Randy Aube (the 'Landlord') applied for an order to terminate the tenancy and evict Sean O'Ray (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The parties reached a proposed resolution agreement, and/or requested mediation, and informed the Board through the Online Dispute Resolution (ODR) Portal.

This application was mediated by videoconference on June 19, 2026, by Roxanne Theriault, a Dispute Resolution Officer with the Landlord and Tenant Board.

The Landlord's Legal Representative Shasta Person and the Tenant participated in mediation.

The parties agreed to an order on consent in full and final satisfaction of the application, and in so doing, understand their legal rights to a hearing on the merits of the matter have been waived.

I was satisfied that the terms of the agreement are consistent with the Residential Tenancies Act, 2006. I was satisfied that the parties provided their informed, independent, and voluntary consent.

The parties agreed that:

1. The Landlord 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,800.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$92.05. This amount is calculated as follows: \$2,800.00 x 12, divided by 365 days.

5. The Tenant has not made any payments since the application was filed.
6. The Landlord waived the rent arrears owing for April 2026 and May 2026 for a total of \$4,250.00.
7. The Landlord also waived the application filing fee of \$186.00.
8. The Landlord collected a rent deposit of \$2,800.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit will be applied to the rental period ending June 30, 2026.
9. The parties agreed to a final, non-voidable termination of this tenancy as of June 30, 2026. As such, the Tenant does not have the option to void the eviction order by paying the outstanding rent arrears.
10. This order resolves all issues with respect to this tenancy up to June 19, 2026.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant. The Tenant must move out of the rental unit on or before June 30, 2026.
2. If the unit is not vacated on or before June 30, 2026, the Tenant shall pay the Landlord compensation of \$92.05 per day for the use of the unit starting July 1, 2026, until the date the Tenant moves out of the unit.
3. If the unit is not vacated on or before June 30, 2026, then starting July 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 July 1, 2026.

June 24, 2026
Date Issued

Roxanne Theriault
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 January 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.