



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

File Number: LTB-L-020961-26

In the matter of: 660 BARBARA CRES
PETERBOROUGH ON K9J3X5

Between: JASON ELLEMENT Landlord

And

LAURIE RBUCE Tenants
JOHN PATRICK

JASON ELLEMENT (the 'Landlord') applied for an order to terminate the tenancy and evict LAURIE RBUCE and JOHN PATRICK (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

The parties attended a hearing on May 19, 2026, by video conference, to which the parties elected to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer (DRO) Roxanne Theriault.

The Landlord's Legal Representative, Crystal Francey, the Landlord's Agent, Bethann Corfe and the Tenant, John Patrick on behalf of both Tenants were present.

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.

The parties agreed that:

1. The Landlord served the Tenants with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,770.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$91.07. This amount is calculated as follows: \$2,770.00 x 12, divided by 365 days.
5. The Tenants have paid \$2,770.00 to the Landlord since the application was filed.

6. The rent arrears owing to May 31, 2026, are \$8,310.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,800.00 from the Tenants 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. Interest on the rent deposit, in the amount of \$169.96 is owing to the Tenants for the period from November 15, 2023, to May 19, 2026.
10. The parties agreed to the termination date of June 15, 2026.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$11,266.00 if the payment is made on or before June 15, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants has paid the full amount owing as ordered plus any additional rent that became due after June 15, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before June 15, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$4,486.37. This amount includes rent arrears owing to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$91.07 per day for the use of the unit starting May 20, 2026, until the date the Tenants moves out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before June 15, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 16, 2026, at 4.00% annually on the outstanding balance.
8. If the unit is not vacated on or before June 15, 2026, then starting June 16, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 16, 2026.

June 29, 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, part of this order relating to the eviction expires on December 16, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before June 15, 2026

Rent Owing to June 30, 2026	\$13,850.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$2,770.00
Total the Tenants must pay to continue the tenancy	\$11,266.00

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

Rent Owing to Hearing Date	\$10,040.33
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$2,770.00
Less the amount of the last month's rent deposit	- \$2,800.00
Less the amount of the interest on the last month's rent deposit	- \$169.96
Total amount owing to the Landlord	\$4,486.37
Plus daily compensation owing for each day of occupation starting May 20, 2026	\$91.07 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	