



## Order under Section 69 Residential Tenancies Act, 2006

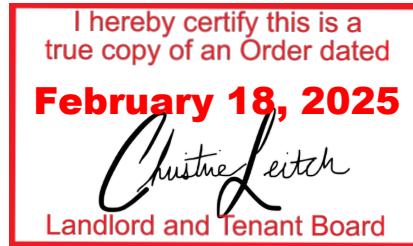
File Number: LTB-L-065593-24

**In the matter of:** 1143 Bay Street  
Port Rowan ON N0E1M0

**Between:** Michael Bankes  
Kristy Bankes

**And**

Kevin Bartlett  
Valerie Bartlett aka Valerie St-Pierre



Landlord

Tenants

Michael Bankes and Kristy Bankes (the 'Landlord') applied for an order to terminate the tenancy and evict Kevin Bartlett and Valerie Bartlett aka Valerie St-Pierre (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another Tenant;
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises

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

On February 6, 2025, the parties elected to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer (DRO) Christine Leitch. The Landlord's representative, Christine Croft, the Landlord, Kristy Bankes, and the Tenants, Kevin Baartlett and Valerie Bartlett, also known as Valerie St-Pierre, participated in the mediation.

As a result of the mediation the parties requested a consent order and I am satisfied that the parties understand the consequences of their consent.

### On consent of the parties, it is ordered that:

1. The application is amended to correct the name Valerie St-Pierre to Valerie Bartlett aka Valerie St-Pierre.
2. The tenancy between the Landlord and the Tenants is terminated. The Tenants shall vacate the unit by May 31, 2025.
3. The Landlord is not holding a last month's rent deposit.

4. If the unit is not vacated on or before May 31, 2025, then starting June 1, 2025, 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 June 1, 2025.
6. The Tenants shall pay to the Landlord \$20,000.00 which represents the reasonable costs of repairing the damage and costs.
7. The Tenants shall pay the amount set out in paragraph 4 in accordance with the following schedule:
  - a) \$300.00 in full on or before the 20<sup>th</sup> day of each month beginning March 20, 2025 up to and including October 20, 2029; and
  - b) \$200.00 in full on or before November 20, 2029.
8. If the Tenants do not pay the Landlord the full amount owing in accordance with the schedule set out in paragraph 7, the total outstanding balance of the amount in paragraph 6 will come immediately due and owing and the Tenants will start to owe interest. This will be simple interest calculated from the date of breach at 5.00% annually on the balance outstanding.

**February 18, 2025**  
**Date Issued**



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Christine Leitch  
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 December 1, 202 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.

