



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-078469-25

In the matter of: 304, 85 LAWTON BLVD
TORONTO ON M4V 1Z7

Between: 809654 ONTARIO LIMITED Landlord

And

Jean Nisbet Tenants
Kyele Nisbet

809654 ONTARIO LIMITED (the 'Landlord') applied for an order to terminate the tenancy and evict Jean Nisbet and Kyele Nisbet (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 application was scheduled to be heard by video conference on December 18, 2025. Before the start of the hearing, the Landlord's Representative, Paralegal, Kundai Govereh, the Landlord's Agent, Aleksei Starikov, and the Tenant, Jean Nisbet on behalf of the Tenants advised that the parties had reached an agreement. The Tenant did not speak with Duty Counsel prior to the hearing.

The parties requested that Dispute Resolution Officer (DRO) Pauline Brewster issue an order on consent to resolve all matters raised in the application.

Upon discussing the terms of the consent with the parties, I was satisfied that the parties made informed decisions, understanding the terms and consequences.

Agreed Facts:

1. The parties have agreed to resolve the issues in this application by terminating the tenancy as of March 31, 2026.
2. The Landlord collected a rent deposit of \$1600.00 from the Tenants and this deposit is still being held by the Landlord.

3. The Landlord will pay to the Tenants the interest on the rent deposit from July 15, 2026, to March 31, 2026.
4. The Landlord collected a rent deposit of \$1,600.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$26.91 is owing to the Tenants for the period from July 15, 2025, to March 31, 2026.
5. The interest accrued on the last month's rent deposit shall be paid to the Tenants as a credit to their account.
6. The Tenants paid to the Landlord the amount of \$2101.80, the cost to repair the damage to the door.
7. Based on the monthly rent, the daily compensation is \$52.60. This amount is calculated as follows: $\$1,600.00 \times 12 \text{ months}$, divided by 365 days.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

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 March 31, 2026.
2. If the unit is not vacated on or before March 31, 2026, then starting April 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 April 1, 2026.
4. The Landlord shall apply the last month's rent deposit and the outstanding interest to the last month of the tenancy.
5. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application on or before January 31, 2026.
6. The Tenants shall also pay the Landlord compensation of \$52.60 per day for the use of the unit starting April 1, 2026, until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before January 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 1, 2026, at 4.00% annually on the balance outstanding.
8. For the period from December 18, 2025, to March 31, 2026, inclusive, the Tenants shall refrain from behaviours listed in the N5 Notice of Termination. Therefore, during the period December 18, 2025, to March 31, 2026, inclusive:
 - a) the Tenants, the Tenants' guests or occupants of the unit shall not make any excessive noise in the rental unit or in the residential complex, and
 - b) the Tenants shall prevent their dog from excessively barking in the rental unit or in the residential complex.

9. If the Tenants fail to comply with any of the conditions set out in paragraph 8 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenants **prior to March 31, 2026**. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenants.

January 9, 2026
Date Issued

Pauline Brewster
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 October 1, 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.