



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

File Number: LTB-L-085415-25

In the matter of: 1421 FANSHAWE PARK RD E
LONDON ON N5X3Z9

Between: Joseph Kuriakose Landlord
Pious Joseph

And

Alon Dubor Jathan Tenant
Leona Elizabeth Coombs

Joseph Kuriakose and Pious Joseph (the 'Landlord') applied for an order to terminate the tenancy and evict Alon Dubor Jathan and Leona Elizabeth Coombs (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

Prior to the videoconference hearing on January 5, 2026 the parties elected to participate in Board facilitated mediation with the assistance of a Dispute Resolution Officer (DRO).

The Landlord's Representative, Robert Fex, the Landlord, Joseph Kuriakose, the Tenant's Representative, Sinat Sam, and the Tenant participated in the mediation.

The parties agreed to resolve all matters raised in the application and requested an order on consent. I am satisfied that the parties understood the terms and consequences of their consent.

It is agreed by the parties that:

- A. When the Tenants move out of the unit, the unit is to be left in a clean state.
- B. As of the hearing date, the Tenant was still in possession of the rental unit.
- C. The lawful rent is \$2,100.00. It is due on the 20th day of each month.
- D. Based on the Monthly rent, the daily rent/compensation is \$69.04. This amount is calculated as follows: \$2,100.00 x 12, divided by 365 days.
- E. The Tenant has not made any payments since the application was filed.
- F. The rent arrears owing to January 19, 2026 are \$18,837.70.

- G. The Landlord is waiving \$7837.70 from this total amount. Therefore, the total arrears the Tenant must pay for the period ending on January 19, 2026 are \$11,000.00.
- H. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
- I. The Landlord is waiving rent for the period from February 20, 2026 to February 28, 2026.
- J. The Landlord collected a rent deposit of \$2,100.00 from the Tenant. There has been no interest paid on the deposit.
- K. The Last Month Rent deposit and the interest owed on the deposit have already been applied to the arrears.
- L. The parties agreed to a final, non-voidable eviction order based on the parties' agreement to terminate the tenancy. Therefore, the Tenant does not have the option to void the order by paying the arrears and costs.

It is ordered on consent that:

- 1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 28, 2026.
- 2. The Tenant shall pay the Landlord \$11,186.00, which is the rent arrears owing up January 19, 2026 and the cost of filing the application, less the amount of rent being waived by the Landlord. See Schedule 1 for the calculation of the amount owing.
- 3. The Tenant **shall also** pay to the Landlord the full rent for the period January 20, 2026 to February 19, 2026, **on or before January 20, 2026.**
- 4. The Landlord is waiving the rent for the period from February 20, 2026 to February 28, 2026
- 5. The Tenant shall also pay the Landlord compensation of \$69.04 per day for the use of the unit starting March 1, 2026 to the date the Tenant moves out of the unit.
- 6. If the unit is not vacated on or before February 28, 2026, then starting March 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
- 7. 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 March 1, 2026.

Additional Conditions

8. The Tenants shall also make the following payments toward arrears set out in paragraph 2:

Date Payment Due	Amount of Payment
January 9, 2026	\$1000.00
February 1, 2026	\$1500.00

9. If the Tenants fail to make the payment in accordance with paragraphs 3 and 8 of this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenants to the Landlord pursuant to paragraph 2 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Residential Tenancies Act for an order terminating the tenancy and evicting the Tenants earlier than February 28, 2026, and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after **January 19, 2026**.
10. The Tenants shall also make payments of \$1500.00 towards arrears, on or before the first of the month, starting March 1, 2026, until arrears are paid in full.
11. If there is a breach in payment, the balance becomes due and payable immediately and simple interest will be calculated as per the *Courts of Justice Act* on any balance outstanding.

January 14, 2026
Date Issued

 Monica Dairo
 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 of the Tenant expires on September 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To January 19, 2026	\$18,837.70
Application Filing Fee	\$186.00
Less the amount the Landlord waived	-\$7837.70
Total amount owing to the Landlord	\$11,186.00
Plus daily compensation owing for each day of occupation starting March 1, 2026	\$69.04 (per day)