



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-082262-25

In the matter of: 1103, 141 ERSKINE AVE
TORONTO ON M4P1Y9

Between: Q RES VI OPERATING LP INC Landlord

And

RONEET FOLMAN Tenant

Q RES VI OPERATING LP INC (the 'Landlord') applied for an order to terminate the tenancy and evict RONEET FOLMAN (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application was scheduled to be heard on January 6, 2026, by video conference, at which the parties decided to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer/Hearings Officer, Maryam Cooper.

The Landlord's Representative, Emily Barbati, Landlord's Agents, Jo-Ann Mackenzie and Tiahnna Demarzo and the Tenant's Sister/Support/Agent Ariella Folman were present.

As a result of the mediation the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent and I am satisfied that the parties understand the consequences of their consent.

It is agreed that:

The total rent arrears and costs owing to January 31, 2026, are \$10,028.39.

The Tenant's sister, Ariella Folman claimed that she has applied to be a guardian or trustee for the Tenant.

The Tenant's sister, Ariella Folman claimed that the Landlord has been provided with post dated cheques on behalf of the Tenant since August 2025, and she attended the hearing relying on the definition of "rent" in RTA and instructed the Landlord to cash the cheques.

The parties agreed that definition of rent in RTA states that "rent" includes the amount of any consideration paid or given or required to be paid or given by or on behalf of a tenant to a landlord or the landlord's agent for the right to occupy a rental unit.

The Landlord's agent, Tiahnna Demarzo confirmed that the Landlord has all post-dated cheques, but since the cheques were not written by the Tenant, the Landlord did not cash the cheques.

The parties agreed on consent that the Landlord may cash the personal cheques for up to six months from its date, after which it becomes “stale-dated”.

The parties agreed on consent that the Landlord’s agent Tiahna Demarzo may cash all cheques on or after January 8, 2026.

The Tenant’s sister, Ariella Folman also confirmed that the application filing fee and the lawful rent increase in January 2026 will be paid to the Landlord on behalf of the Tenant.

The Tenant’s sister, Ariella Folman further provided her personal contact information including email address and Telephone number to the Landlord’s agents and asked the Landlord’s agents to cash any future rent cheques paid on behalf of the Tenant.

It is ordered on consent that:

1. The Tenant shall pay to the Landlord \$10,028.39. This amount represents \$9,842.39 for arrears of rent up to January 31, 2026, and \$186.00 for the application filing fee.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 on or before January 16, 2026.
3. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant’s breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after January 31, 2026.

January 12, 2026
Date Issued

Maryam Cooper
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.

