



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-094526-25

In the matter of: B, 36 FERNDAL CRES
BRAMPTON ON L6W1E9

Between: Dale Webber Landlords
Crystal Frenette

And

Deborah O'Toole Tenants
Tammy Chase

Dale Webber and Crystal Frenette (the 'Landlords') applied for an order to terminate the tenancy and evict Tammy Chase and Deborah O'Toole (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

The application was scheduled to be heard on January 15, 2026, by video conference, at which time the parties decided to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer/Hearings Officer, Maryam Cooper.

The Landlords, the Landlords' Legal Representative, Carol Mole, and the Tenants 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 parties agreed on consent to remove the Tenant, Tammy Chase as a Tenant from the lease as of December 1, 2025.

It is agreed that the Tenant, Tammy provided 60 days notice to terminate the Tenancy on September 30, 2025, and she vacated the rental unit on September 30, 2025.

The parties agreed that the Tenant, Tammy Chase is responsible for 60 days rent.

The parties agreed that the Tenant, Tammy Chase did not pay her portion of the lawful rent in October 2025 and November 2025.

The parties agreed on consent that the total amount of rent arrears owing to January 31, 2026, are \$4,030.00 plus \$186.00 application filing fee. The Tenant Tammy Chase agreed to be responsible for \$1,600.00.

The Tenant, Tammy Chase agreed to pay to the Landlord \$1,600.00 in accordance with the following terms:

- \$800.00 which represents her portion of the lawful rent for the month of October 2025.
- \$800.00 for the lawful rent in November 2025. The Landlord agreed to deduct \$800.00 from the last month's rent deposit.

The Tenancy between the Landlord and Tenant, Tammy Chase was terminated on November 30, 2025. The parties did not seek sheriff clause as the Tenant has already vacated.

The Tenant, Deborah O'Toole agreed to the following terms, and both Tenants understood the Tenancy is terminated as of November 30, 2025.

The Tenant, Deborah O'Toole understood that she is responsible for the lawful rent as of December 1, 2025, onwards and she is the only Tenant listed on the lease as of December 1, 2025.

The above terms were agreed on consent and the parties understood the outcome of hearing could be different.

It is ordered on consent that:

1. The Tenants shall pay to the Landlords \$4,216.00. This amount represents \$4,030.00 for arrears of rent up to January 31, 2026, plus \$186.00 for the application filing fee.
2. The Tenant, Deborah O'Toole shall pay to the Landlords the amount set out in paragraph 1 in accordance with the following schedule:

Date of Payment	Payment Amount
January 17, 2026	\$830.00
February 12, 2026	\$1,786.000

3. The Tenant, Deborah O'Toole shall also pay to the Landlords rent for the month of February 2026, on or before February 1, 2026, in full and on time.
4. If the Tenant, Deborah O'Toole fail to make any one of the payments in accordance with paragraph 2 or 3 this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlords pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlords may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after January 31, 2026.

Conditions for the Tenant, Tammy Chase

5. The Tenancy between the Landlord and the Tenant, Tammy Chase is terminated as of November 30, 2025.
6. The Tenant, Tammy Chase shall pay to the Landlord \$800.00 which represent the lawful rent in October on or before January 31, 2026.
7. The Landlord shall apply \$800.00 from the last month's rent deposit to the Tenant's last month of Tenancy in November 2025.
8. If the Tenant, Tammy Chase does not pay the Landlords the full amount owing in paragraph 6 of this order on or before January 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026, at 4.00% annually on the balance outstanding.

January 21, 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.