



**Order under Sections 78(6) & 78(11)
Residential Tenancies Act, 2006**

File Number: LTB-L-094664-25-SA

In the matter of: 138 GLASGOW ST
KITCHENER, ON N2G2G9

Between: Alan Wilson Landlord

and

Colin Bender & Kyle Feeley Tenants

SET ASIDE MOTION ORDER – ON CONSENT

Alan Wilson (the 'Landlord') applied in a L4 application seeking an order to terminate the tenancy and evict Colin Bender and Kyle Feeley (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Landlord claimed the Tenants failed to meet a condition specified in the consent review order LTB-L-054808-25-RV issued by the Board on October 23, 2025, with respect to application LTB-L-003126-25.

The L4 application was resolved by order LTB-L-094664-25 issued on November 18, 2025, which cancelled review order LTB-L-054808-25-RV and terminated the tenancy effective November 30, 2025 (the 'L4 Order'). The L4 Order was issued without a hearing being held.

The Tenant filed a motion to set aside the L4 Order.

The set aside motion was heard by videoconference on December 22, 2025. The Tenant Colin Feeley attended the hearing and declined speaking to tenant duty counsel. The Landlord also attended the hearing. They both advised that the Tenant Kyle Feeley has not lived at the rental unit in over 2 years and will not be attending the hearing. I was satisfied the Tenant Kyle Feeley was served with notice of the review hearing by the LTB by mail on December 1, 2025 to the rental unit address, which is his last known mailing address.

The parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the consequences of the joint submission.

It is ordered on consent that:

1. The Landlord consents to the Tenant Colin Bender's set aside motion of the L4 Order. Order LTB-L-094664-25 issued on November 18, 2025 is cancelled, cannot be enforced, and is replaced by this one.

2. The parties agreed to a non-voidable eviction order effective January 3, 2026. The tenancy is terminated effective January 3, 2026 and the Tenants shall move out of the rental unit on or by January 3, 3026.
3. The parties agreed that lawful monthly rent of \$2,691.00 due on November 1, 2025 had been paid in full (the Tenant Colin Bender paid \$1,345.00 on November 1, \$1,000.00 on November 7, and \$345.50 on November 10, 2025).
4. The parties agreed that they had mutually agreed to change the monthly period start date to the 29th of each month. Therefore, the parties agreed the last month's rent deposit of \$2,500.00 collected on May 25, 2022 and any interest owing on the deposit shall be applied towards satisfying in full the monthly rent owing for the period November 29 to December 28, 2025.
5. The parties agreed that there are currently no rent arrears or costs owing as of the hearing date.
6. The parties agreed that the daily compensation rate is \$88.47 per day (calculated as the monthly rent of \$2,691.00 times 12 months, divided by 365 days).
7. The Landlord agreed to waive approximately half of the daily compensation owing for the upcoming 6 day period between December 29, 2025 to January 3, 2026. The parties agreed that the Tenant shall only pay a total of \$260.00 in daily compensation for this period, instead of \$530.82.
8. If the Tenants do not vacate the rental unit on January 3, 3026, the Tenants shall owe the Landlord daily compensation of \$88.47 per day for the use of the unit from January 4, 2026 onwards, until the Tenants actually move out of the rental unit or get evicted through Sheriff enforcement.
9. If the rental unit is not vacated on or by January 3, 2026, then started January 4, 2026 the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the rental unit to the Landlord on or after January 4, 2026.

January 27, 2026
Date Issued

Michelle Tan

Vice Chair, 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.