



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-084653-25

In the matter of: 145 VARSITY RD
YORK ON M6S4P4

Between: Dino Kolar Landlord

And

Yelei Xiao Tenant

Dino Kolar (the 'Landlord') applied for an order to terminate the tenancy and evict Yelei Xiao (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was to be heard by videoconference on January 12, 2026. The Landlord's representative, Julie Jing Zhu, The Landlord, Dino Kolar the Tenant's representative, Reena Bassar, and the Tenant, Yelei Xiao, attended the hearing. The Tenant did not speak with Tenant Duty Counsel before the start of mediation.

The parties elected to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer (DRO) John Russett. The parties agreed to resolve the issues in the Landlord's application and requested the LTB to issue a Consent Order confirming their agreement.

I was satisfied that the parties understood the consequences of the Consent.

The parties agree that:

1. As of the hearing date, the Tenant was still in possession of the rental unit.
2. The lawful rent is \$3,200.00. It is due on the 1st day of each month.
3. The Landlord will reduce the rent owing to \$2,000.00 for February 1, 2026 and March 1, 2026.
4. The parties agreed to a non-voidable eviction order with an termination date of April 30, 2026.
5. Based on the Monthly rent, the daily rent/compensation is \$105.21 This amount is calculated as follows: \$3,200.00 x 12, divided by 365 days.

6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to January 31, 2026 are \$42,600.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord is waiving the application fee.
10. If the Tenant pays to the Landlord the reduced rent in accordance with the following schedule:
 - a. \$2,000.00 on or before February 1, 2026;
 - b. \$2,000.00 on or before March 1, 2026;
 - c. \$10,000.00 for arrears on or before April 30, 2026 as per paragraph 4; and
 - d. Vacates on or before April 30, 2026.
 - e. The Landlord will waive \$32,600.00 from the amount owing in paragraph 7 of this order.
11. The Landlord collected a rent deposit of \$1,800.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy.
12. Interest on the rent deposit, in the amount of \$274.88 is owing to the Tenant for the period from September 1, 2017, to January 12, 2026.
13. The Tenant is waiving the interest on the rent deposit.
14. The parties agree to communicate with each other only through their representatives.
15. This is in full and final settlement of all matters pertaining to the tenancy as of the January 12, 2026, hearing date.

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 April 30, 2026.
2. If the unit is not vacated on or before April 30, 2026, then starting May 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 May 1, 2026.
4. The Tenant shall also pay the Landlord compensation of \$105.21 per day for the use of the unit starting May 1, 2026 to the date the Tenant moves out of the unit.
5. The last month rent shall be applied to the last month of the tenancy.

6. The Tenant shall pay to Landlord \$42,600.00 for arrears of rent to January 31, 2026.
7. The Tenant shall pay \$2,000.00 per month for rent to the Landlord on or before February 1, 2026 for two (2) consecutive months until March 1, 2026.
8. If the Tenant fails to make any one of the payments in accordance with paragraph 7 of this order, the outstanding balance of any arrears of rent and costs in paragraph 6 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant apply to the Landlord and Tenant Board 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 to pay any new arrears, NSF fees and related charges that became owing after January 31, 2026. This may result in the Board issuing an order that terminates the tenancy before April 30, 2026.
9. The Tenant shall also pay to the Landlord \$10,000.00 towards the arrears on or before April 30, 2026.
10. If the tenant voluntarily vacates the rental unit on or before April 30, 2026 and makes payment per paragraph 9 of this order, the Landlord shall waive \$32,600.00 from the amount owing in paragraph 6 of this order.
11. If the Tenant fails to comply accordance with paragraph 9 of this order the balance outstanding in paragraph 6 of this order shall become immediately due and payable to the Landlord, together with simple interest, calculated from the day after default, at 4.00% annually on the balance outstanding.

January 27, 2026
Date Issued

John Russett
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 November 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.