



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-102370-25

In the matter of: 2, 41 DECEW ST
PORT COLBORNE ON L3K1B8

Between: Craig Garbella Landlords
Dustin Farkas

And

Russel Hale Tenants
Leeann Wilson

Craig Garbella and Dustin Farkas (the 'Landlords') applied to the Landlord and Tenant Board ('LTB') for an order to terminate the tenancy and evict Russel Hale and Leeann Wilson (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was scheduled to be heard by videoconference on February 18, 2026.

Prior to a hearing, the parties elected to participate in LTB facilitated mediation through the Tribunals Ontario online dispute resolution portal with the assistance of Dispute Resolution Officer, Joanne Lolato.

On January 27, 2026, the parties attended mediation through video conference. Dustin Farkas attended on behalf of the Landlords. The Tenants attended and were self-represented.

The parties agreed to resolve all the issues in the application and further agreed to the LTB issuing an Order on consent confirming their agreement. Therefore, the hearing scheduled for February 18, 2026, is cancelled. I, as Dispute Resolution Officer and Hearing Officer, am satisfied that the parties understood the terms of their consent as set out in the Order below.

The parties agreed that:

- a. The current lawful monthly rent is \$1,350.00. It is due on the 1st of each month.
- b. The total amount of arrears outstanding to January 31, 2026, is \$9,100.00. The Landlords are not seeking the \$186.00 application filing fee.
- c. The parties agreed to a payment plan of \$800.00 to be paid twice a month to cover both the monthly rent and payment towards arrears. This will result in \$250.00 being paid each month toward the arrears of rent until the arrears are paid in full.
- d. For further clarification, the first payment of each month will be applied to that current month's rent; the second payment will be used to first cover the remaining amount of that

current month's rent then any balance of the second payment will be applied to the arrears.

- e. The parties agreed that the lawful monthly rent may increase prior to the arrears being paid in full. The parties further agreed that the second payment in each month will be increased by the amount that the monthly rent was increased. Therefore, the arrears payment each month will continue to be \$250.00 until the amount is paid in full. For example, if the rent is increased by \$25.00 per month, the first \$800.00 will be applied to the month's rent and the second payment will be increased from \$800.00 to \$825.00 to first cover the remainder of the monthly rent of \$575.00 and \$250.00 toward arrears.

It is ordered on consent that:

1. The Tenants shall pay to the Landlords \$9,100.00 for arrears of rent owing up to January 31, 2026. The Landlords are not pursuing the Tenants for the \$186.00 application filing fee. The amount has been waived.
2. The Tenants shall pay to the Landlords the amount set out in paragraph 1 in accordance with the following schedule:

Date Payment Due	Amount of Payment
February 5, 2026	\$800.00 (toward February 2026 rent)
February 19, 2026	\$800.00 (\$550.00 for February 2026 rent and \$250.00 toward arrears)
March 5, 2026	\$800.00 (toward March 2026 rent)
March 19, 2026	\$800.00 (\$550.00 for March 2026 rent and \$250.00 toward arrears)
April 2, 2026	\$800.00 (toward April 2026 rent)
April 16, 2026	\$800.00 (\$550.00 for April 2026 rent and \$250.00 toward arrears)
May 14, 2026	\$800.00 (toward May 2026 rent)
May 28, 2026	\$800.00 (\$550.00 for May 2026 rent and \$250.00 toward arrears)
June 11, 2026	\$800.00 (toward June 2026 rent)
June 25, 2026	\$800.00 (\$550.00 for June 2026 rent and \$250.00 toward arrears)

July 9, 2026	\$800.00 (toward July 2026 rent)
July 23, 2026	\$800.00 (\$550.00 for July 2026 rent and \$250.00 toward arrears)
August 6, 2026	\$800.00 (toward August 2026 rent)
August 20, 2026	\$800.00 (\$550.00 for August 2026 rent and \$250.00 toward arrears)
September 3, 2026	\$800.00 (toward September 2026 rent)
September 17, 2026	\$800.00 (\$550.00 for September 2026 rent and \$250.00 toward arrears)
October 1, 2026	\$800.00 (toward October 2026 rent)
October 15, 2026	\$800.00 (\$550.00 for October 2026 rent and \$250.00 toward arrears)
November 12, 2026	\$800.00 (toward November 2026 rent)
November 26, 2026	\$800.00 (\$550.00 for November 2026 rent and \$250.00 toward arrears)
December 10, 2026	\$800.00 (toward December 2026 rent)
December 24, 2026	\$800.00 (\$550.00 for December 2026 rent and \$250.00 toward arrears)
January 7, 2027	\$800.00 (toward January 2027 rent)
January 21, 2027	\$800.00 (\$550.00 for January 2027 rent and \$250.00 toward arrears)
February 4, 2027	\$800.00 (toward February 2027 rent)
February 18, 2027	\$800.00 (\$550.00 for February 2027 rent and \$250.00 toward arrears)
March 4, 2027	\$800.00 (toward March 2027 rent)
March 18, 2027	\$800.00 (\$550.00 for March 2027 rent and \$250.00 toward arrears)
April 1, 2027	\$800.00 (toward April 2027 rent)

April 15, 2027	\$800.00 (\$550.00 for April 2027 rent and \$250.00 toward arrears)
May 13, 2027	\$800.00 (toward May 2027 rent)
May 27, 2027	\$800.00 (\$550.00 for May 2027 rent and \$250.00 toward arrears)
June 10, 2027	\$800.00 (toward June 2027 rent)
June 24, 2027	\$800.00 (\$550.00 for June 2027 rent and \$250.00 toward arrears)
July 8, 2027	\$800.00 (toward July 2027 rent)
July 22, 2027	\$800.00 (\$550.00 for July 2027 rent and \$250.00 toward arrears)
August 5, 2027	\$800.00 (toward August 2027 rent)
August 19, 2027	\$800.00 (\$550.00 for August 2027 rent and \$250.00 toward arrears)
September 2, 2027	\$800.00 (toward September 2027 rent)
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November 11, 2027	\$800.00 (toward November 2027 rent)
November 25, 2027	\$800.00 (\$550.00 for November 2027 rent and \$250.00 toward arrears)
December 9, 2027	\$800.00 (toward December 2027 rent)
December 23, 2027	\$800.00 (\$550.00 for December 2027 rent and \$250.00 toward arrears)
January 6, 2028	\$800.00 (toward January 2028 rent)

January 20, 2028	\$800.00 (\$550.00 for January 2028 rent and \$250.00 toward arrears)
February 3, 2028	\$800.00 (toward February 2028 rent)
February 17, 2028	\$800.00 (\$550.00 for February 2028 rent and \$250.00 toward arrears)
March 2, 2028	\$800.00 (toward March 2028 rent)
March 16, 2028	\$800.00 (\$550.00 for March 2028 rent and \$250.00 toward arrears)
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November 23, 2028	\$800.00 (\$550.00 for November 2028 rent and \$250.00 toward arrears)
December 7, 2028	\$800.00 (toward December 2028 rent)
December 21, 2028	\$800.00 (\$550.00 for December 2028 rent and \$250.00 toward arrears)
January 4, 2029	\$800.00 (toward January 2029 rent)
January 18, 2029	\$800.00 (\$550.00 for January 2029 rent and \$250.00 toward arrears)
February 1, 2029	\$800.00 (toward February 2029 rent)
February 17, 2029	\$800.00 (\$550.00 for February 2029 rent and \$100.00 toward arrears)

3. If the lawful monthly rent is increased prior to the arrears being paid in full, then the second payment of each month shall be increased to cover the difference between the previous monthly rent and the new monthly rent.
4. If the Tenants fail 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 Tenants 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.

January 30, 2026

Date Issued

Joanne Lolato

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.