



**Order Issued on Consent Utilizing Section 78  
Order under Section 69  
Residential Tenancies Act, 2006**

**File Number:** LTB-L-084662-25

**In the matter of:** 305, 2427 HURONTARIO ST  
MISSISSAUGA ON L5A2G4

**Between:** Orchard Grove Apartments Inc. Landlord

**And**

Colin Leo A.K.A. Colin Lee Quesenberry Tenant

Orchard Grove Apartments Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Colin Leo A.K.A. Colin Lee Quesenberry (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

Orchard Grove Apartments Inc. (the 'Landlord') also applied for an order requiring Colin Leo A.K.A. Colin Lee Quesenberry (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on January 28, 2026.

The Landlord's Legal Representative David Ciobotaru and the Tenant attended the hearing.

The Parties have 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.

**Amendment to the Application:**

1. Toward the end of the consent order, at approximately 4:42 p.m., it was discovered that the Tenant's name is **Colin Lee Quesenberry**. The parties agreed this is the correct name of the Tenant, and it was requested that **Colin Leo** be removed from the application.
2. The request was granted based on the *viva voce* testimony of the Tenant, acknowledging that **Colin Lee Quesenberry** is his correct name

**Determinations:**

3. Near the end of the Landlord's witness testimony from Zarina Hashmi, the Tenant stated that he wished to pay for the rental unit to be repainted at a cost of \$1,277.09, which represents the Landlord's cost to repaint part of the rental unit.

**On consent of the parties, it is ordered that:**

4. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
  - The Tenant shall pay the Landlord \$1,277.09, which represents cost of repainting parts of the rental unit.
5. The Landlord's application for eviction of the Tenant is denied on the condition that:
  - (a) The Tenant shall make the following payments to the Landlord in respect of the monies owing under paragraph 4 of this order:

| <b>Date Payment Due</b>                                                     | <b>Amount of Payment</b> |
|-----------------------------------------------------------------------------|--------------------------|
| 1 <sup>st</sup> day of each month,<br>starting March 2026 to<br>August 2026 | \$200.00                 |
| September 1, 2026                                                           | \$77.09                  |

6. If the Tenant fails to comply with the conditions set out in paragraph 4 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
7. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
8. If the Tenant does not pay the Landlord the full amount owing on or before February 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 3, 2026 at 4.00% annually on the balance outstanding.

**February 2, 2026**  
**Date Issued**

\_\_\_\_\_  
 Anthony Bruno  
 Member, 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.