



Order under Subsection 87(1) and 77 Residential Tenancies Act, 2006

File Number: LTB-L-097134-25

In the matter of: 2414, 240 WELLESLEY ST E
TORONTO ON M4X1G5

Between: 260 Wellesley Residences Landlord

And

Dame Eba Tenant

260 Wellesley Residences (the 'Landlord') applied for an order requiring Dame Eba (the 'Tenant') to pay the rent that the Tenant owes.

The application was scheduled to be heard by video conference on February 2, 2026.

Before the start of the hearing the Landlord's lawyer Charlie Bobrowsky and the Tenant Dame Eba engaged in private settlement discussions and advised that the parties had reached an agreement.

The parties requested that Dispute Resolution Officer (DRO) Diego Fernandez-Stoll provide assistance in finalizing the terms and issue an order on consent to resolve all matters raised in the application.

Upon reviewing the terms of the consent with the parties, I was satisfied that the parties understood the terms and consequences of their consent.

The parties agreed that:

1. The lawful rent is \$1,920.00. Daily rent is \$63.12 which is calculated as follows: \$1,920.00 x 12 months /365 days.
2. The Landlord collected a rent deposit of \$1,920.00 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 if the tenancy is terminated.
3. Interest on the rent deposit, in the amount of \$3.98 is owing to the Tenant for the period from January 1, 2026, to February 5, 2026.
4. The total arrears of rent owing up to February 28, 2026, less the rent deposit and all accrued interest and including the application filing fee are \$2,001.00.

5. The parties agree to a final, non-voidable eviction order with an eviction date of March 1, 2026. The application is amended to include an L3 application based on the parties' agreement to terminate the tenancy.
6. The Landlord agrees to waive the 1 day of rent that will become due for March 1, 2026.

On consent, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of March 1, 2026.
2. If the rental unit is not vacated on or before March 1, 2026, then starting March 2, 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 March 2, 2026.
4. The Tenant shall also pay the Landlord compensation of \$63.12 per day for the use of the unit starting March 2, 2026, until the date the Tenant moves out of the unit.
5. The Tenant shall pay to the Landlord \$2,001.00. This amount includes rent arrears owing up to February 28, 2026, less the rent deposit and accrued interest and the cost of the application.
6. The Tenant shall pay to the Landlord the amount in paragraph 4 in accordance with the following schedule:
 - a) \$1,000.50 payable on or before April 15, 2025
 - b) \$1,000.50 payable on or before June 15, 2025
7. If the Tenant fails to make any one of the payments in accordance with paragraph 6 of this order, the outstanding balance to be paid by the Tenant to the Landlord pursuant to paragraph 5 shall become immediately due and payable, and the Tenant will start to owe interest. This will be simple interest calculated at a rate of 4.00% annually on the balance outstanding starting the day following the date of default.

February 10, 2026
Date Issued

Diego Fernandez-Stoll
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.