



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-086763-25

In the matter of: 38 LAKERIDGE DR
SCARBOROUGH ON M1C5E3

Between: Susanne Manbahal Landlord

And

Diane Filippeos Tenants
George Filippeos

Susanne Manbahal (the 'Landlord') applied for an order to terminate the tenancy and evict Diane Filippeos and George Filippeos (the 'Tenants') because the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

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

This application was scheduled to be heard by videoconference on February 4, 2026. On that date the parties agreed to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer (DRO) Rachael Kukoyi.

The Landlord, Susanne Manbahal, the Landlord's Agent, Daniel Coulson, the Landlord's Support, Ranjan Mithra and the Tenants, Diane Filippeos and George Filippeos participated in the mediation.

As a result of the mediation, the parties requested an order on consent and I am satisfied that the parties understand the terms and consequences of their consent, including waiving their right to a hearing on this application.

The Parties Agreed That:

1. As of the hearing date, the Tenants were still in possession of the rental unit.
2. The lawful rent is \$2,942.48. It is due on the 1st day of each month.
3. Based on the Monthly rent, the daily rent/compensation is \$96.74. This amount is calculated as follows: \$2,942.48 x 12, divided by 365 days.

4. The Landlord collected a rent deposit of \$2,700.00 from the Tenants 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.
5. The Landlord have compensated the Tenants an amount equal to one month's rent by November 5, 2025.
6. Interest on the rent deposit, in the amount of \$282.43 is owing to the Tenants for the period from April 5, 2021, to February 4, 2026.
7. The last month rent deposit and a sum of \$242.48 from the interest on the last month rent deposit will be applied to the April 2026 rent. The outstanding balance of \$39.95 will be paid to the Tenants on or before April 1, 2026.
8. The Landlord agrees to waive the rent for the period of March 1, 2026, to March 31, 2026.
9. The Landlord agrees to pay the sum of \$2,942.48 to the Tenants as compensation on or before April 1, 2026.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenants is terminated as of 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 Tenants shall also pay the Landlord compensation of \$96.74 per day for the use of the unit starting May 1, 2026, to the date the Tenants moves out of the unit.
5. If the Tenants do not pay the Landlord the daily compensation owing with respect to paragraph 4, the Tenants will start to owe simple interest calculated at 4.00% annually on the balance outstanding.

February 10, 2026
Date Issued

Rachael Kukoyi
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 Tenants 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.