



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-087330-25

In the matter of: 5, 17 SOUTH BARTLETT ST
KINGSTON ON K7K1X3

Between: The Estate of Ari Weisburg Landlord

And

David Charles Schachter Tenant

The Estate of Ari Weisburg (the 'Landlord') applied for an order to terminate the tenancy and evict David Charles Schachter (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Mediation was held on February 5, 2026. The following parties participated in the mediation: The Landlord's representative, Christine Stewart, the Landlord's agent, Daniel Weisburg, and the Tenant, David Charles Schachter.

The parties consented to the following order. I was satisfied that the parties understood the consequences of their consent.

The parties agreed that:

1. This order is a final, non-voidable termination of this tenancy based on the parties agreement to terminate the tenancy as of May 31, 2026.
2. Based on the monthly rent, the daily compensation is \$23.54. This amount is calculated as follows: \$716.00 x 12, divided by 365 days.
3. If the Tenant vacates the rental unit on or before May 31, 2026 in accordance with the order below, the Landlord agrees to pay to the Tenant compensation in the amount of \$10,000.00.

4. The Landlord agrees to pay to the Tenant the amount set out in paragraph 3 in accordance with the following schedule:
 - a) Once the Landlord receives a copy of the Tenant's new lease agreement, the Landlord will issue payment of first and last months rent deposit directly to the Tenant's new landlord.
 - b) The Landlord agrees to pay any remaining balance of the compensation, if any when the Tenant vacates the unit and returns the keys to the Landlord.
5. February 2026 rent will be paid on or before February 9, 2026.
6. The Tenant will pay to the Landlord March 2026 and April 2026 rent.
7. The Landlord holds a rental deposit which will be applied to May 2026 rent.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must vacate the rental unit on or before May 31, 2026.
2. If the unit is not vacated on or before May 31, 2026, then the Tenant shall pay the Landlord compensation of \$23.54 per day for the use of the unit starting June 1, 2026, until the date the Tenant moves out of the unit.
3. If the unit is not vacated on or before May 31, 2026, then starting June 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 June 1, 2026.

February 27, 2026
Date Issued

Rolland Roopchand
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.