



**Order under Section 78(11)
Residential Tenancies Act, 2006**

File Number: LTB-L-003854-26-SA

In the matter of: 101, 14 COLEMAN ST
CARLETON PLACE ON K7C 4P1

Between: ExpandWealth Property Landlord

and

Stephan Dowdall Tenants
Lynda Dowdall

ExpandWealth Property (the 'Landlord') applied for an order to terminate the tenancy and evict Stephan Dowdall and Lynda Dowdall (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Tenants did not meet a condition specified in the order issued by the LTB on May 20, 2025 with respect to application LTB-L-006191-25.

The Landlord's application was resolved by order LTB-L-003854-26 issued on January 20, 2026. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-003854-26.

This motion was scheduled to be heard by videoconference on February 25, 2026. On that date, the parties agreed to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer (DRO) Denise Hannivan.

The Landlord's Representative Marie Connolly and Tenant Lynda Dowdall, who had authorization to consent on behalf of the other Tenant, participated in the mediation. Tenant Lynda Dowdall received legal advice about this application prior to the mediation.

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

Agreed Facts:

- 1) The application is amended to remove the Former Landlord's name, Lions Holdings Ltd., as a Landlord.
- 2) The rental unit was sold to the current Landlord, ExpandWealth Property, on December 20, 2025.

- 3) The Landlord consents to the Tenants' motion to set aside order LTB-L-003854-26.
- 4) The Tenants have already paid to the Landlord the cost of filing the initial application.
- 5) The current rent is \$2,200.00. It is due on the 1st day of each month.
- 6) Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: \$2,200.00 x 12 months, divided by 365 days.
- 7) Per the May 20, 2025 order LTB-L-006191-25, the Tenants paid the February 1, 2026 payment of \$750.00 to the Landlord toward arrears owed up to May 31, 2025.
- 8) The rent arrears owing to December 31, 2025 are \$6,577.00.
- 9) The Landlord intends to remit the 2025 arrears to the Former Landlord, Lions Holdings Ltd.
- 10) The rent arrears owing from January 1, 2026 to February 28, 2026 are \$4,400.00.
- 11) The Landlord collected a rent deposit of \$2,200.00 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.
- 12) Interest on the rent deposit, in the amount of \$121.01 is owing to the Tenants for the period from December 1, 2023 to February 25, 2026.

It is ordered on consent of the parties that:

1. The motion to set aside Order LTB-L-003854-26 issued on January 20, 2026 is granted.
2. Order LTB-L-003854-26 issued on January 20, 2026 is set aside and cannot be enforced.
3. The previous order issued on May 20, 2025 with respect to LTB-L-006191-25 is cancelled and replaced with this order.
4. The tenancy between the Landlord and the Tenants is terminated and the Tenants must vacate the rental unit by **March 20, 2026** unless the Tenants void **paragraphs 7 to 12** of this order.
5. **The Tenants may void paragraphs 7 to 12 of this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$6,600.00 if the payment is made on or before March 20, 2026. This amount represents ONLY rent owing for the period of January 1, 2026 to March 31, 2026.
6. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after March 20, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
7. **If the Tenants do not pay the amount required in paragraph 5 of this order, the Tenants must move out of the rental unit on or before March 20, 2026.**

8. If the Tenants do not pay the amount required in paragraph 5 of this order to void or cancel the eviction portions of this order, the Tenants shall pay to the Landlord **\$10,464.21***. This amount includes ALL rent arrears owing up to the date of the hearing. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.

**Any payments to the Landlord after the hearing shall be deducted from the amount the Tenants shall pay.*

9. The Tenants shall also pay the Landlord compensation of \$72.33 per day for the use of the unit starting February 26, 2026 until the date the Tenants move out of the unit.
10. If the Tenants do not pay the Landlord the full amount owing on or before March 20, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 21, 2026 at 4.00% annually on the balance outstanding.
11. If the unit is not vacated on or before March 20, 2026, then starting March 21, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
12. 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 21, 2026.

Additional Conditions

13. If the Tenants void the eviction portion of this order in accordance with paragraph 5 above and the tenancy continues, the Tenants shall pay to the Landlord further arrears of \$6,577.00. This amount represents rent arrears owing up to December 31, 2025.
14. The Tenants shall pay to the Landlord the amount set out in paragraph 13 in accordance with the following schedule:

Date Payment Due	Amount of Payment
March 1, 2026	\$750.00
April 1, 2026	\$750.00
May 1, 2026	\$750.00
June 1, 2026	\$750.00
July 1, 2026	\$750.00
August 1, 2026	\$750.00
September 1, 2026	\$750.00
October 1, 2026	\$750.00
November 1, 2026	\$577.00

15. The Tenants shall also pay to the Landlord new rent in full and on time for the period April 1, 2026 to November 1, 2026, or until the arrears owing up to December 31, 2025 have been paid in full, whichever date is earliest.
16. If the Tenants fail to make any one of the payments in accordance with paragraphs 14 or 15 of this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenants to the Landlord pursuant to paragraph 13 of this order shall become immediately due and owing and the Landlord 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 February 28, 2026.

17. This order is in full and final settlement of this application.

March 10, 2026
Date Issued

Denise Hannivan
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 expires on September 21, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay if the tenancy is terminated

Rent Owing up to December 31, 2025	\$6,577.00
Rent Owing from January 1, 2026 up to the Hearing Date	\$6,208.22
Less the amount of the last month's rent deposit	- \$2,200.00
Less the amount of the interest on the last month's rent deposit	- \$121.01
Total amount owing to the Landlord	\$10,464.21* <i>*Less any amounts paid to the Landlord after the hearing.</i>
Plus daily compensation owing for each day of occupation starting February 26, 2026	\$72.33 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	