



**Order under Section 31 & 69
Residential Tenancies Act, 2006**

File Numbers: LTB-L-095226-25
LTB-T-088212-25

In the matter of: 206 FORKS RD
WELLAND ON L3B6C5

Between: RINKU SHAH Landlords
PINKAL DIWAN

And

JOSHUA DOUGLAS DOLLAR Tenants
MARILYN ANN MCCOMB

RINKU SHAH and PINKAL DIWAN (the 'Landlords') applied for an order to terminate the tenancy and evict JOSHUA DOUGLAS DOLLAR and MARILYN ANN MCCOMB (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

The Landlords also applied for an order to terminate the tenancy and evict the Tenants because:

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

The Landlords also applied for an order requiring the Tenants to pay the Landlords' reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

The Landlords also applied for an order requiring the Tenants to pay the Landlords' reasonable out-of-pocket costs the Landlords have incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

The application was scheduled to be heard on March 10, 2026, by video conference, at which the parties decided to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer/Hearings Officer, Nancy Fahlgren.

The Landlords, the Landlords' representative, Asraf Chandt, and the Tenants were present. The Tenants did not meet with Tenant Duty Counsel prior to the mediation.

At the mediation, the parties agreed to discuss and resolve the following application that was scheduled to be heard on May 20, 2026:

The Tenants' application for an order determining that the Landlords substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household.

As a result of the resolution discussion the parties arrived at a full and final settlement of all matters arising from the tenancy for the period up to the date of the hearing. They requested an order on consent. I am satisfied that the parties understood the consequences of their consent.

Agreed Facts:

1. The tenancy shall terminate as of April 30, 2026.
2. The Tenants shall pay to the Landlords \$5,000.00. This amount represents a full and final settlement of all issues arising from the tenancy for the period up to the date of the hearing and includes estimated charges that the Tenants will owe the Landlords for water charges billed for the period up to April 30, 2026.
3. The Landlords collected a rent deposit of \$2,600.00 from the Tenants and this deposit is still being held by the Landlords. In accordance with subsection 106(10) of the *Residential Tenancies Act, 2006* (the RTA), the last month's rent deposit shall be applied to the rent for the last month of tenancy, which in this case is the month of April 2026.
4. There is no interest owing on the rent deposit.
5. There are no application costs owing by either party.
6. The Tenants shall ensure that all wall surfaces within the rental unit are restored to their original colour prior to vacating the rental unit. The Landlords shall provide the Tenants, upon request and within a reasonable time, with the applicable paint colour code or other reasonably necessary information required to restore the walls to the original colour.
7. The Tenants shall ensure that the damaged door frame and trim in the rental unit are repaired and painted prior to vacating the rental unit.
8. The Landlords shall conduct a unit inspection, upon service of a notice of entry in accordance with the provisions of the RTA, during the last week of April 2026, for the purposes of assessing the progress of the repairs and inspecting the overall condition of the rental unit.
9. If the unit is not vacated on or before April 30, 2026, the Tenants will also owe daily rent starting May 1, 2026. Based on the monthly rent, the daily rent/compensation is \$85.48. This amount is calculated as follows: \$2,600.00 x 12, divided by 365 days.
10. The terms contained in this order resolve all issues between the parties as they relate to this tenancy to date and includes estimated charges that the Tenants will owe the Landlords for water charges billed up to April 30, 2026.

On consent, it is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before April 30, 2026.
2. The Tenants shall pay to the Landlords \$5,000.00. This amount represents a full and final settlement of all issues arising from the tenancy for the period up to the date of the hearing and includes estimated charges that the Tenants will owe the Landlords for water charges billed up to April 30, 2026.
3. The Tenants shall pay to the Landlords the full amount owing as set out in paragraph 2 of this order as follows:
 - a) \$2,500.00 on or before April 30, 2026; and
 - b) \$2,500.00 on or before May 30, 2026.

4. Should the Tenants fail to make any of the payments in compliance with paragraph 3 of this order, the full balance owing by the Tenants to the Landlords as set out in paragraph 2 of this order shall become payable on the day following any one breach of a term and the Tenants will start to owe interest. This will be simple interest calculated from the day following the breach at 4.00% annually on the balance outstanding.
5. The Tenants shall ensure that all wall surfaces within the rental unit are restored to their original colour prior to vacating the rental unit. The Landlords shall provide the Tenants, upon request and within a reasonable time, with the applicable paint colour code or other reasonably necessary information required to restore the walls to the original colour.
6. The Tenants shall ensure that the damaged door frame and trim in the rental unit are repaired and painted prior to vacating the rental unit.
7. If the unit is not vacated on or before April 30, 2026, the Tenants shall also pay to the Landlords compensation of \$85.48 per day for the use of the unit starting May 1, 2026 until the date the Tenants move out of the unit.
8. If the unit is not vacated on or before April 30, 2026, then starting May 1, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after May 1, 2026.

March 18, 2026
Date Issued

Nancy Fahlgren
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 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.