



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

File Number: LTB-L-000334-26

In the matter of: 238 CHELSEA RD
KINGSTON ON K7M3Z2

Between: MANEESH PHILLIP Landlords
ANUBHA WILLIAMS PHILLIP

And

Logan Weaver Tenant

MANEESH PHILLIP and ANUBHA WILLIAMS PHILLIP (the 'Landlords') applied for an order to terminate the tenancy and evict Logan Weaver (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application was scheduled to be heard on March 30, 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 and the Tenant were present. The Tenant did not meet with Tenant Duty Counsel prior to the mediation.

As a result of the mediation, the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I am satisfied that the parties understood the consequences of their consent.

The parties agreed that:

1. The tenancy is terminated in a final way and without voiding provisions as of May 15, 2026.
2. The Tenant has not made any payments since the application was filed.
3. The rent arrears owing to March 31, 2026 are \$8,857.75.
4. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
5. The total amount the Tenant owes the Landlords is \$9,043.75.
6. There is no last month's rent deposit.
7. The Landlords waive the monthly rent payable by the Tenant for the period from April 1, 2026 until May 15, 2026.
8. If the unit is not vacated on or before May 15, 2026, the Tenant will also owe the Landlords daily rent starting May 16, 2026. Based on the monthly rent, the daily rent/compensation is \$48.86. This amount is calculated as follows: \$1,486.25 x 12, divided by 365 days.

On consent, it is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated as of May 15, 2026. The Tenant must move out of the rental unit on or before May 15, 2026.
2. The Tenant shall pay to the Landlords \$9,043.75. This amount includes rent arrears owing up to March 31, 2026 and the cost of filing the application.
3. If the unit is not vacated on or before May 15, 2026, the Tenant shall also pay to the Landlords compensation of \$48.86 per day for the use of the unit starting May 16, 2026 until the date the Tenant moves out of the unit.
4. The Tenant shall pay to the Landlords the full amount owing as set out in paragraph 2 and if applicable paragraph 3 as follows:
 - \$1,000.00 on or before the 30th day of each month for the eight (8) month period starting April 30, 2026 to November 30, 2026;
 - \$1,043.75 plus daily rent owing if applicable as per paragraph 3 on or before December 30, 2026.
5. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance to be paid by the Tenant to the Landlords pursuant to paragraph 2 and if applicable paragraph 3 of this order shall become payable on the day following the date of default and the Tenant 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.
6. If the unit is not vacated on or before May 15, 2026, then starting May 16, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 16, 2026.

April 7, 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 16, 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.