



Order under Section 98 Residential Tenancies Act, 2006

File Number: LTB-T-032963-26

In the matter of: 2102, 280 Wellesley Street East
Toronto ON M4X1G7

Between: Melissa Hubbard Tenant
Casey Vuong
Simon Olsen

And

280 Wellesley Residences Landlord

Melissa Hubbard, Casey Vuong and Simon Olsen (the 'Tenant') applied for an order determining that 280 Wellesley Residences (the 'Landlord') arbitrarily or unreasonably withheld consent to the assignment or sublet of the rental unit to a potential assignee or subtenant.

The parties requested mediation with the assistance of a Dispute Resolution Officer through the Landlord and Tenant Board online portal.

This application was heard by videoconference on May 6, 2026. The Tenant, Casey Vuong attended the mediation. The Tenant present confirmed she had the authority to consent on behalf of the Tenants Melissa Hubbard and Simon Olsen who were not present at the mediation. Also, in attendance the Tenant's Representative, Merve Ozdemir and the Landlord's Representative, Charlie Bobrowsky.

The parties were informed by the Dispute Resolution Officer that settlement in mediation would cancel the scheduled hearing and resolve the application.

The parties agreed to participate in mediation. As a result of the resolution discussion, the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent.

I was satisfied the parties understood the terms and consequences of their consent.

Agreed Facts:

1. The parties agreed the correct Landlord name is 280 Wellesley Residences.
2. The parties agreed Melissa Hubbard and Simon Olsen are Tenant parties and will be added to the application.

3. The parties agreed to a final termination of tenancy for May 15, 2026.
4. The parties agreed, the Landlord collected a key deposit of \$30.00 and will return this amount to the Tenant Casey Vuong upon vacant possession of the rental unit and return of 3 rental unit keys.
5. The parties agreed, Landlord collected a rent deposit of \$2,631.81 from the Tenant and this deposit is still being held by the Landlord. The parties agreed the Landlord will pay the Tenant Casey Vuong half the rent deposit and the key deposit upon vacant possession of the rental unit and upon return of the 3 rental unit keys. This amount is \$1,334.41, to be paid by way of cheque available for Casey Vuong to pick up at the rental unit office within 30 days of the date of the order.
6. The parties agreed interest on the rent deposit was last paid to the Tenant on December 31, 2025. The remaining interest will be calculated to May 15, 2026, \$20.50. This amount is also owed to the Tenant Casey Vuong within 30 days of the date of the order.
7. The parties agreed Casey Vuong is in possession of the 3 rental unit keys and will return the 3 keys to the rental unit drop box on or before the termination date of May 15, 2026. Also, the other two Tenants Melissa Hubbard and Simon Olsen have already moved out of the rental unit.
8. The parties agreed the lawful monthly rent is \$2,638.81.
9. Based on the Monthly rent, the daily rent/compensation is \$86.76. This amount is calculated as follows: $\$2,638.81 \times 12$, divided by 365 days.

On consent it is ordered that:

1. The tenancy between the Landlord and Tenant is terminated on May 15, 2026.
2. If the unit is not vacated on or before May 15, 2026, then starting May 16, 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 16, 2026.
4. The Tenant Casey Vuong shall return 3 rental unit keys to the rental unit office drop box on or before May 15, 2026.
5. If the unit is not vacated on or before May 15, 2026, and the Tenant Casey Vuong does not return 3 rental unit keys, then starting May 16, 2026, the Tenant shall also pay the Landlord compensation of \$86.76 per day for the use of the unit starting May 16, 2026, until the date the Tenant moves out of the unit and returns 3 rental unit keys.
6. The Landlord shall pay the Tenant Casey Vuong \$1,354.91 within 30 days of the date of this order by way cheque available at the rental unit office. This amount represents half the last month's rent deposit, key deposit and remaining interest on the last month's rent deposit.

7. The application is amended, and the correct name of the Landlord is 280 Wellesley Residences and Melissa Hubbard and Simon Olsen are added as Tenant parties to the application.
8. This is a full and final resolution of all issues in the tenancy to May 6, 2026.

May 12, 2026
Date Issued

Tanya Speedie
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.