



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

File Number: LTB-L-108046-25-RV

In the matter of: 4, 22 KENNEDY ST
WELLAND ON L3B3R6

Between: Dipnarine Dookie Landlord

And

Amber Wesley Tenant

Dipnarine Dookie (the 'Landlord') applied for an order to terminate the tenancy and evict Amber Wesley (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-108046-25 issued on March 11, 2026.

On April 7, 2026, the Tenant requested a review of the order issued on March 11, 2026, and that the order be stayed until the request to review the order is resolved, as they alleged that the order contained a serious error.

On April 22, 2026, interim order LTB-L-108046-25-RV-IN was issued, staying the order issued on March 11, 2026, and directing the LTB to schedule a hearing of the Tenant's request to review.

This review hearing was heard by videoconference on May 13, 2026. On that date the parties agreed to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer (DRO) Rachael Kukoyi.

The Landlord's Representative, Nilo Grabar, the Landlord, Dipnarine Dookie, the Landlord's Agent, Trisha Florence, and the Tenant, Amber Wesley, participated in the mediation.

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

The Parties Agreed That:

1. The application be amended to reflect 'Welland' as the municipality in the address of the rental unit.
2. Based on the Monthly rent, the daily rent/compensation is \$73.85. This amount is calculated as follows: \$2,246.20 x 12, divided by 365 days.
3. In settlement of the Section 82 issues up to the hearing date, the Tenant received a credit of \$4,000.00 as a waiver for part of the arrears subject to the condition that the Tenant moves out of the rental unit on or before July 5, 2026. This credit is not an admission of guilt or liability to the Landlord.
4. The rent arrears owing to May 31, 2026, are \$11,631.00, after the credit is applied.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. Accordingly, the total amount the Tenant owes the Landlord is \$11,817.00 for the period ending on May 31, 2026, if the Tenant vacates by July 5, 2026. If the Tenant does not vacate by July 5, 2026, the Tenant shall pay the Landlord the unreduced rent arrears of \$15,817.00.
7. The Landlord collected a rent deposit of \$2,200.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$83.35 is owing to the Tenant for the period from October 2, 2024, to May 13, 2026. The rent deposit and the interest on the rent will be applied to June 2026's rent.
8. The Landlord agrees to waive the rent for July 1- July 5, 2026's rent on the condition that the Tenant moves out of the rental unit on or before July 5, 2026.

It is ordered on consent that:

1. The request to review Order LTB-L-108046-25 is granted.
2. Order LTB-L-108046-25 issued on March 11, 2026, is cancelled and replaced with the following terms:
3. The tenancy between the Landlord and the Tenant is terminated as of July 5, 2026.
4. If the unit is not vacated on or before July 5, 2026, then starting July 6, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
5. 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 July 6, 2026.

6. The Tenant shall pay to the Landlord \$11, 817.00 if the Tenant moves out by July 5, 2026. This amount includes rent arrears owing up to the end of the tenancy and the cost of filing the application. The rent deposit and credit the landlord provided to the Tenant are deducted from the amount owing by the Tenant.
7. Should the Tenant fail to move out of the rental unit by July 5, 2026, the Tenant shall pay the Landlord:
 - a. \$15,817.00 which represents the full amount of arrears owing through May 31, 2026; and
 - b. compensation of \$73.85 per day for the use of the unit starting July 1, 2026, and continuing each day until the date the Tenant moves out of the unit.
8. If the Tenant does not pay the Landlord the full amount owing on or before July 5, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 6, 2026, at 4.00% annually on the balance outstanding.
9. This Order is in resolution of all tenancy matters between the parties till the hearing date.

May 27, 2026
Date Issued

Rachael Kukoyi
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 January 6, 2027, 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.