



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-021042-26

In the matter of: 3, 20 WEICHEL ST
KITCHENER ON N2M 2A6

Between: Forward Living Group Inc. Landlord

And

Tith Ros Tenant

Forward Living Group Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Tith Ros (the 'Tenant') because the Landlord requires vacant possession of the rental unit in order to do major repairs or renovations to the unit.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was scheduled to be heard by videoconference on May 20, 2026. The Tenant provided written authorization for his son, Thoeun Tith, to represent him. Agent of the Landlord, Eiyn Jenkins, also participated and was represented by Eric Steiman.

Before the start of the hearing the parties advised that they had reached an agreement. As a result of the resolution discussion, the parties mutually agreed to resolve all matters in the application and requested an Order on Consent.

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

Agreed Facts:

- a. The Landlord shall keep the Tenant informed and updated, via email, as to the estimated completion date;
- b. If and when the renovations take less than three (3) months to complete and the Tenant exercises his first right of refusal, then the Tenant shall owe the Landlord back the difference, provided this is in compliance with the RTA.
- c. There is no last month's rent on deposit.
- d. Statutory compensation for the N13 notice of termination, which was due to the Tenant pursuant to the provisions of the Residential Tenancies Act, was paid to the Tenant on May 15th, 2026 in the amount of \$3 280.47.

- e. The Tenant understands the requirements under the RTA if he intends to exercise his first right of refusal. This includes, but is not limited to, informing the Landlord, in writing via email *prior* to moving out, of his intention to move back into the rental unit after the renovations are completed and keeping the Landlord informed of all current contact information including the Tenant's change of address after vacating the rental unit.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before July 31, 2026.
2. **If the unit is not vacated on or before July 31, 2026, then starting August 1, 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 August 1, 2026.**
4. If the rental unit has not been vacated on or before July 31, 2026, the Landlord may also collect a per diem rate of \$35.95 (based on \$1 093.49 per month X 12 months / 365 days) for use of the unit starting August 1, 2026 to the day the Tenant vacates the unit.

May 25, 2026
Date Issued

Susan Parsons
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 February 1, 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.