



Order under Section 30 Residential Tenancies Act, 2006

File Numbers: LTB-T-094904-25
LTB-L-076603-25
LTB-L-048389-26

In the matter of: MAIN UNIT, 138 EVERGREEN AVE
TINY ON L0L1P1

Between: Crista Goulden
Deborah Aleah Wolfgram Tenants

And

Tyler Rollins
Brianne Worsley Landlords

T2/T6 Applications (LTB-T-094904-25)

Crista Goulden and Deborah Aleah Wolfgram (the 'Tenants') applied for an order determining that Tyler Rollins and Brianne Worsley (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.
- harassed, obstructed, coerced, threatened or interfered with the Tenants.

Crista Goulden and Deborah Aleah Wolfgram (the 'Tenants') also applied for an order determining that Tyler Rollins and Brianne Worsley (the 'Landlords') failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

L2 Application (LTB-L-076603-25)

Tyler Rollins and Brianne Worsley (the 'Landlords') applied for an order to terminate the tenancy and evict Crista Goulden and Deborah Wolfgram (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 Landlords or another tenant; and,
- the Tenants have been persistently late in paying the Tenants' rent.

The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

L2 Application (LTB-L-048389-26)

Tyler Rollins and Brianne Worsley (the 'Landlords') also applied for an order to terminate the tenancy and evict Crista Goulden and Deborah Wolfgram (the 'Tenants') because the Landlords, in good faith, require possession of the rental unit for the purpose of residential occupation for at least one year.

These applications were heard by videoconference on June 18, 2026.

The Landlords' legal representative Ciara McMillen, the Landlord Tyler Rollins, the Tenants' legal representative Cheryl Widdrington and the Tenants attended the hearing.

The parties consented to the following order. I was satisfied that the parties understood the terms and consequences of their consent.

The Parties Agree:

1. The Landlords shall provide the Tenants with a reference letter.
2. Neither party admits or concedes their position regarding whether the backyard constitutes a common area or an area for the Tenants' exclusive use. Notwithstanding the parties' respective positions, the Landlords agree to provide the Tenants with at least twenty-four (24) hours' written notice before entering the backyard for the remainder of the tenancy.
3. The parties agree that smoking shall occur only at the end of the driveway or off the rental property.
4. The parties agree that the currently standing older shed located in the backyard, together with the swing set, shall remain in the backyard for the remainder of the tenancy.
5. The parties agree that the photographs of the alleged damage provided by Cheryl Widdrington to Ciara McMillen by email on June 18, 2026, at approximately 1:08 p.m. depict normal wear and tear only, and neither party shall rely on those photographs to support any claim for undue damage to the rental unit.
6. The parties agree that as of June 18, 2026, there are no outstanding applications filed or pending with the Landlord and Tenant Board, other than those applications forming part of this consent order.

It is ordered on consent that:

1. The tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before October 1, 2026.
2. If the unit is not vacated on or before October 1, 2026, then starting October 2, 2026, the Landlords 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 Landlords on or after October 2, 2026.
4. The Landlords shall waive rent owing for the period July 31, 2026, to August 30, 2026, in lieu of compensation payable to the Tenants pursuant to section 48.1 of the *Residential Tenancies Act*, 2006.
5. The Tenants' last month's rent deposit (LMR) shall be applied to the final month of the tenancy, being the period August 31, 2026, to September 29, 2026. The Landlords shall waive entitlement to any claim for per diem compensation for September 30, 2026, to October 1, 2026.
6. If the Tenants fail to vacate the rental unit on or before October 1, 2026, the Tenants will owe daily compensation at a rate of \$85.25 per day commencing October 2, 2026, up to the date the Tenants vacate the rental unit.
7. Upon the Tenants returning vacant possession of the rental unit to the Landlords, and after the parties complete a walkthrough inspection of the rental unit on or before October 2, 2026, and providing the rental unit is confirmed to be in broom-swept condition, with all garbage, debris, and personal belongings removed from the rental unit, yard, and sheds, the Landlords shall pay to the Tenants additional compensation in the amount of \$2,562.50 within five (5) days of the walkthrough inspection and return of keys.
8. If the Tenants fail to vacate the rental unit on or before October 1, 2026, the Landlords may offset the amount of compensation to be paid to the Tenants pursuant to paragraph 7, by the amount of any per diem compensation owed pursuant to paragraph 6.
9. This order resolves all issues between the parties up to the date of the hearing.

June 23, 2026
Date Issued

Kyle McGraw

Member, 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.