



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-094893-25

In the matter of: UNIT D3, 9 APPLEBAUM TERR
NORTH YORK ON M3J0E7

Between: Zhang Zhe Chen Landlord

And

Ugwuanyi Hillary Onyedika Tenant

Zhang Zhe Chen (the 'Landlord') applied for an order to terminate the tenancy and evict Ugwuanyi Hillary Onyedika (the 'Tenant') because the Tenant has been persistently late in paying the Tenant's rent.

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

This application was heard by videoconference on December 22, 2025, where the parties elected to participate in a Board facilitated mediation with the assistance of a Dispute Resolution Officer (DRO).

The Landlord's legal representative Yun Tao Li and the Tenant participated in mediation however, parties reached consent prior to mediation. The parties agreed to resolve all matters raised in the application and requested an order on consent.

I am satisfied that the parties understand the terms and consequences of their consent, including waiving the right to a hearing for this application.

Agreed Facts:

1. As of the hearing date, the Tenant was still in possession of the rental unit.
2. The lawful rent is \$1,100.00. It is due on the 1st day of each month.
3. Based on the Monthly rent, the daily rent/compensation is \$36.16. This amount is calculated as follows: \$1,100.00 x 12 months, divided by 365 days.
4. The Landlord waives \$186.00 being the costs of filing this application.

5. The Landlord collected a rent deposit of \$1,100.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
6. Interest on the rent deposit, in the amount of \$46.25 is owing to the Tenant for the period from September 1, 2024, to May 31, 2026.
7. The parties agreed to a final, non-voidable eviction order based on the parties' agreement to terminate the tenancy.

It is ordered on consent of parties that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 30, 2026.
2. If the unit is not vacated on or before June 30, 2026, then starting July 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 July 1, 2026.
4. The Tenant shall pay to the Landlord monthly rent due on or before the first day of each month for the period starting January 1, 2026, up to and including May 1, 2026.
5. The last month's rent deposit shall be applied to rent for the month of June 2026.
6. The interest on the last month rent deposit shall be paid by the Landlord to the Tenant on June 30, 2026, and upon the Tenant delivering vacant possession of the rental unit to the Landlord.
7. The Tenant shall also pay the Landlord compensation of \$36.16 per day for the use of the unit starting July 1, 2026, to the date the Tenant moves out of the unit.

January 6, 2026
Date Issued

Oluwatobi Abobarin
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 of the Tenant expires on January 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.