



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-085234-25

In the matter of: UNIT 710, 2 SONIC WAY
NORTH YORK ON M3C0P2

Between: WOOK SONG Landlord

And

IBAA AL-JUBORY Tenants
EL MUATASIM B. EMRAJA

WOOK SONG (the 'Landlord') applied for an order to terminate the tenancy and evict IBAA AL-JUBORY and EL MUATASIM B. EMRAJA (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was scheduled to be heard by videoconference on December 22, 2025. 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, Hea Jin Kim, the Landlord, Wook Song, the Landlord's Support, Hansaem Lee and the Tenant, El Muatasim B. Emraja (representing both Tenants), participated in the mediation.

As a result of the mediation the parties requested a consent order, and I am satisfied that the parties understand the consequences of their consent.

The Parties Agreed That:

1. The application be amended to include 'Unit 710' as the unit number in the address of the rental unit in Page 1 of the application.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,900.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$95.34. This amount is calculated as follows: \$2,900.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to December 31, 2025, are \$17,030.00.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,900.00 from the Tenants 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.
9. Interest on the rent deposit, in the amount of \$34.76 is owing to the Tenants for the period from July 1, 2025, to December 22, 2025.
10. The parties agreed to a final, non-voidable eviction order based on the parties' agreement to terminate the tenancy. Therefore, the Tenants do not have the option to void the order by paying the arrears and costs.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenants is Terminated and the Tenants must move out of the rental unit on or before January 17, 2026.
2. If the unit is not vacated on or before January 17, 2026, then starting January 18, 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 January 18, 2026.
4. The Tenants shall pay to the Landlord \$13,478.72. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
5. The Tenants shall also pay the Landlord compensation of \$95.34 per day for the use of the unit starting December 23, 2025, until the date the Tenants moves out of the unit.
6. The Tenants shall pay to the Landlord the amount set out in paragraph 4 through a payment plan whereby the Tenants will pay the Landlord:
 - \$1,100 a month on or before the 1st day of each month, beginning February 1, 2026, up to and including December 1, 2026; and
 - \$1,378.72 on or before January 1, 2027.
7. If the Tenants do not make the required payment in accordance with paragraphs 5 and 6 of this order, the full amount owing under this order will immediately become due and owing to the Landlord and the Tenants will start to owe interest. This will be simple interest calculated from the date of breach at 4.00% annually on the balance outstanding.

January 6, 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 July 18, 2026, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay as the tenancy is terminated

Rent Owing To Hearing Date	\$16,227.48
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,900.00
Less the amount of the interest on the last month's rent deposit	- \$34.76
Total amount owing to the Landlord	\$13,478.72
Plus daily compensation owing for each day of occupation starting December 23, 2025	\$95.34 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	