



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-085430-25

In the matter of: UPPER, 393 DAHLIA TRAIL
OAKVILLE ON L6M1L4

Between: BHOLANATHSINGH ROSHAN RAMNARAIN Landlord

And

AMIR FATTAL Tenant
NOUR AMMANA

BHOLANATHSINGH ROSHAN RAMNARAIN (the 'Landlord') applied for an order to terminate the tenancy and evict AMIR FATTAL and NOUR AMMANA (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe.

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

The application was scheduled to be heard on December 22, 2025, by video conference, at which time the parties decided to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer/Hearings Officer, Michelle Forrester.

The Landlord and the Tenant, Amir Fattal, who represented both Tenants, were present. The Tenant did not speak with Tenant Duty Counsel prior to mediation.

As a result of the mediation the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent and I am satisfied that the parties understand the consequences of their consent.

Agreed facts:

1. The Landlord served the Tenants with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$4,100.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$134.79. This amount is calculated as follows: \$4,100.00 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 \$16,400.00.
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 \$4,100.00 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 \$219.88 is owing to the Tenants for the period from November 1, 2023, to December 22, 2025.
10. The parties mutually agreed to a nonvoidable order with an eviction date of January 31, 2026.
11. The parties mutually agreed that on January 31, 2026, the parties shall meet at the rental unit. The Tenants shall return all keys for the rental and the Landlord shall return the Tenants' key deposit in the amount of \$300.00.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before January 31, 2026.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants.
3. As of the date of the hearing, the Tenants owe the Landlord \$11,131.50. See Schedule 1 for the calculation of the amount owing.
4. The Tenants shall also pay the Landlord compensation of \$134.79 per day for the use of the unit starting December 23, 2025, to the date the Tenants move out of the unit.
5. If the Tenants do not pay the Landlord the full amount owing on or before January 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 1, 2026, at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before January 31, 2026, then starting February 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 February 1, 2026.

January 9, 2026
Date Issued

Michelle Forrester
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 August 1, 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 Tenant must pay as the tenancy is terminated

Rent Owing To December 22, 2025	\$15,265.38
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	-\$4,100.00
Less the amount of the interest on the last month's rent deposit	-\$219.88
Total amount owing to the Landlord	\$11,131.50
Plus daily compensation owing for each day of occupation starting December 23, 2025	\$134.79 (per day)