



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

File Number: LTB-L-082454-25 and LTB-T-072795-25

In the matter of: 38 LORD SIMCOE DR
BRAMPTON ON L6S5H3

Between: Diya Sharma Landlord

And

Diksha Kumar Tenants
Tarun Kumar

Diya Sharma (the 'Landlord') applied for an order to terminate the tenancy and evict Diksha Kumar and Tarun Kumar (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes (N4/L1).

Diksha Kumar and Tarun Kumar (the 'Tenants') applied for an order determining that Diya Sharma (the 'Landlord') seriously interfered with their rights (T2).

These applications were mediated by videoconference on January 7, 2026. Paralegal, Muhammad Sohail Qazi, attended along with the Landlord. Paralegal, Saron Navratil, attended on behalf of both Tenants, along with Tenant, Diksha Kumar. The parties reached settlement and requested a consent order. I was satisfied the parties made informed decisions, understanding the terms and consequences

General Information:

1. The Landlord served the Tenants with a Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day the application was filed.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The current rent is \$900.00. It is due on the 1st day of each month. Per Diem: \$29.39.
4. The rent arrears owing to January 31, 2026 are \$3,600.00.

5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. Accordingly, the total amount the Tenants owe the Landlord is \$3,786.00 (\$3,600.00 + \$186.00) for the period ending January 31, 2026.
7. The Tenants filed a T2 application regarding Tenants' Rights.
8. To resolve all issues between the parties, for the period ending February 7, 2026, they agree to terminate the tenancy effective February 28, 2026 with enforcement effective March 1, 2026. The Tenants agree on or before February 28, 2026, to: (1) voluntarily move out of the unit (2) take all their personable belongings, including their own garbage (3) leave the unit in a reasonable condition and (4) return the unit keys to the Landlord.
9. The Landlord agrees to: (1) hand deliver the Tenants' mailbox key at 5:00 pm on January 8, 2026 and (2) ensure the Tenants consistently have one parking space in the shared driveway for their one vehicle. The Landlord authorized the Tenants to park on the Landlord's lawn (ensuring the car does not overlap onto the sidewalk), if needed. If non-compliance, the Tenants may file a new application(s) seeing compensation on or after January 9, 2026.
10. The Landlord agrees to waive rent arrears of \$1,800.00 and the Landlord's filing costs of \$186.00. As a result, the parties agree the Tenants owes the Landlord \$1,800.00 for the period ending January 31, 2026 (\$3,600.00 + \$186.00 - \$1,986.00). The Tenants agree to pay the Landlord, pursuant to section 78 of the Act, \$1,800.00 as follows:
 - . \$1,200.00 on or before January 7, 2026
 - . \$300.00 minimum on or before February 1, 2026
 - . \$300.00 minimum on or before February 28, 2026.Plus the February 2026 rent on or before February 1, 2026.

On consent, it is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated, effective February 28, 2026. The Tenants must move out of the rental unit on or before February 28, 2026.
2. If the unit is not vacated on or before February 28, 2026, then starting March 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 March 1, 2026.

4. If the Tenants do not move out of the unit by February 28, 2026, the Tenants shall pay the Landlord compensation of \$29.59 per day for the use of the unit starting March 1, 2026 to the date the Tenants move out of the unit.
5. The Tenants shall pay the Landlord \$1,800.00 which is comprised of rent arrears owing to January 31, 2026, as follows:
 - . \$1,200.00 minimum on or before January 7, 2026
 - . \$300.00 minimum on or before February 1, 2026 and
 - . \$300.00 on or before February 28, 2026.

Plus: The Tenant shall pay the Landlord the February 2026 rent on or before February 1, 2026.

If the Tenants fail to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy (earlier than February 28, 2026) and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing (that are not included in this order).

6. If the Tenants do not pay the Landlord the full amount owing on or before February 28, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.
7. This resolves all issues between the parties for the period ending January 7, 2026.

January 21, 2026
Date Issued

Shawn Hayman
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 August 28, 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.