



**Order under Section 78(11)
Residential Tenancies Act, 2006**

File Number: LTB-L-093386-25-SA
LTB-L-068811-25

In the matter of: Unit #1, 360 DWIGHT AVE
OSHAWA ON L1J1K9

Between: Kaizen HNK Inc. Landlord

And

Warren Khan Tenant

Kaizen HNK Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Warren Khan (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant did not meet a condition specified in the order issued by the LTB on November 3, 2025 with respect to application LTB-L-068811-25 (rental arrears and persistent late payment of rent).

The Landlord's application was resolved by order LTB-L-093386-25, issued on November 12, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-093386-25.

This motion was scheduled to be heard by videoconference on January 5, 2026. The Landlord's representative Suzanne Diamond and the Tenant Warren Khan engaged in private settlement discussions, followed by mediation.

The parties reached an agreement and requested an Order on Consent in full and final settlement of application LTB-L-093386-25-SA, and replacing the original Order LTB-L-068811-25. I was satisfied that the parties understood the consequences of their consent.

Agreed facts:

1. The parties agree to set aside Order LTB-L-093386-25, issued on November 12, 2025
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,125.13. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$69.87. This amount is calculated as follows: \$2,125.13 x 12, divided by 365 days.

5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to January 31, 2026, are \$14,875.91.
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 \$1,950.00 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.
9. Interest on the rent deposit, in the amount of \$181.14 is owing to the Tenant for the period from March 1, 2022, to January 5, 2026.
10. The Tenant has agreed to make a \$1,000.00 payment towards the rental arrears to the Landlord on or before January 31, 2026. The arrears will be reduced accordingly.
11. The Tenant has agreed to reimburse the Landlord's costs for the Sheriff fees of \$317.40.

On consent it is ordered that:

Motion to Set Aside

1. The motion to set aside Order LTB-L-093386-25, issued on November 12, 2025, is granted.
2. Order LTB-L-093386-25, issued on November 12, 2025, is set aside and cannot be enforced.

L1 Application – Rental arrears

3. The previous order issued on November 3, 2025, with respect to LTB-L-068811-25 is cancelled and replaced with the following:
4. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
5. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - a) \$15,061.91 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- b) \$17,187.04 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

6. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after February 28, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
7. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before February 28, 2026.**
8. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$11,154.99. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
9. The Tenant shall also pay the Landlord compensation of \$69.87 per day for the use of the unit starting January 6, 2026, until the date the Tenant moves out of the unit.
10. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026, at 4.00% annually on the balance outstanding.
11. 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.
12. 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.

L2 Application – Persistent Late Payment of Rent

13. If the Tenant voids the L1 portion of the order in accordance with paragraph 5 above, the tenancy shall continue on the following terms.
14. The Tenant shall pay the Landlord the monthly rent due on or before the first day of the month for the period of March 1, 2026, to February 1, 2027.
15. If the Tenant fails to make any of the payments in paragraph 14 above, the Landlord may apply under section 78 of the Act, within 30 days of the breach and without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant.

Sherif Fees

16. The Tenant shall pay the Landlord \$317.40 on or before February 28, 2026, representing the costs incurred by the Landlord relating to sheriff fees.

17. If the Tenant does not pay the Landlord the full amount owing under paragraph 16 on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026, at 4.00% annually on the balance outstanding.

January 14, 2026
Date Issued

Isabelle Bouvier
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 September 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 to void the eviction order and continue the tenancy if the payment is made on or before January 31, 2026

Rent Owing To January 31, 2026	\$14,875.91
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$15,061.91

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026

Rent Owing To February 28, 2026	\$17,001.04
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$17,187.04

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$13,100.13
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,950.00
Less the amount of the interest on the last month's rent deposit	- \$181.14
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$11,154.99
Plus daily compensation owing for each day of occupation starting January 6, 2026	\$69.87 (per day)