



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

File Number: LTB-L-100557-25

In the matter of: BSMT Unit/Ground Floor, 1623 BLOOR ST W
TORONTO ON M6P1A6

Between: 1623 Bloor West Corp Landlord
Andrea Raquel Hsu

And

Kazuko Kaibara Tenant

1623 Bloor West Corp and Andrea Raquel Hsu (the 'Landlord') applied for an order to terminate the tenancy and evict Kazuko Kaibara (the 'Tenant') because:

- the Landlord requires possession of the rental unit in order to demolish the unit.

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

This application was mediated by videoconference on January 8, 2026.

The Landlord Representative George Brown, the Landlord Michal Gorczyzc, the Tenant Representative Esrah Akasha, the Tenant Kazuko Kaibara and the Translator Ayae Komari attended the hearing.

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 Tenant was in possession of the rental unit on the date the application was filed.
2. The Landlord paid the Tenant the required compensation on November 26, 2025.
3. The Landlord shall pay to the Tenant additional compensation of \$9,215.00 on or before March 31, 2026.
4. Upon receiving notice from the Tenant's Legal Representative, the Landlord shall pay to the Tenant the required last month's rent deposit for a new tenancy at a different rental unit

if the Tenant enters into a new tenancy agreement prior to the March 31, 2026. This payment shall be deducted from the compensation referenced in paragraph 3

5. Based on the monthly rent, the daily compensation is \$25.81. This amount is calculated as follows: $\$785.00 \times 12$, divided by 365 days.
6. The Landlord collected a rent deposit of \$660.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit must be used to satisfy the rent owing for the last month of the tenancy.
7. Interest on the rent deposit, in the amount of \$121.15 is owing to the Tenant for the period from September 1, 2015, to February 8, 2026. The amount of \$121.15 has been used to increase the amount of the rent deposit held by the Landlord so that it is equal to the lawful monthly rent for March 2026. The Landlord shall waive the shortfall of \$3.85.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 31, 2026.
2. If the unit is not vacated on or before March 31, 2026, then starting April 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 April 1, 2026.
4. The Tenant shall pay the Landlord compensation of \$25.81 per day for the use of the unit starting April 1, 2026, until the date the Tenant moves out of the unit.
5. This is a full and final settlement of all matters related to the tenancy. The terms contained in this order resolve all issues between the parties to date.

January 29, 2026

Date Issued

Sarah Harriman

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 October 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.