



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-104370-25

In the matter of: 201, 291 AVENUE RD
TORONTO ON M4V2G9

Between: Habosh Investments Inc. o/a The Cottingham Manor Landlord

And

Graciela Cristina Estevez Urbina Tenant

Habosh Investments Inc. o/a The Cottingham Manor (the 'Landlord') applied to the Landlord and Tenant Board (LTB) for an order to terminate the tenancy and evict Graciela Cristina Estevez Urbina (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant

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

The parties engaged in the Online Dispute Resolution Tool (ODR) on the Tribunal Ontario Portal and entered settlement discussions and mutually agreed to resolve all matters arising in the application and requested an Order on consent.

The Landlord's representative Kundai Govereh, the Tenant's support Chris Turgeon and the Tenant participated in the mediation on January 13, 2026, by way of video conference. The mediation was facilitated by Dillanique Knight, Dispute Resolution Officer with the LTB.

The parties before the LTB consented to the following order:

Agreed Facts:

1. The Tenant was in possession of the rental unit on the date the application was filed.

2. Based on the monthly rent, the daily compensation is \$73.64. This amount is calculated as follows: $\$2,240.00 \times 12$, divided by 365 days.
3. The Landlord collected a rent deposit of \$2,240.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$50.92 is owing to the Tenant for the period from February 13, 2025, to January 13, 2026.
4. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
5. The parties agree to credit the interest the interest owing to Tenant to the application filing fee.

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 April 30, 2026.
2. Should the Tenant wish to vacate the unit before April 30, 2026, the Tenant shall provide the landlord with a minimum of two weeks written notice.
3. The last month rent deposit shall apply to the last month of the Tenancy.
4. Starting January 13, 2026, and for the remainder of the Tenancy, the Tenant and or their guest shall not substantially interfere with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant by doing the following including but not limited to:
 - a) Willfully or negligently causing damage to the rental unit, residential complex, or other residents' belongings.

- b) Causing disturbances in the common areas of the residential complex by shouting, banging on walls, or engaging in loud and aggressive behaviour.
 - c) Engaging in verbal or physical confrontations with other residents, staff, or guests at the residential complex.
 - d) Creating excessive noise within the rental unit or at the residential complex.
 - e) Using offensive, threatening, or discriminatory language toward other residents, guests, or staff.
 - f) Exposing themselves or engaging in any unsanitary, lewd or inappropriate conduct toward other residents.
 - g) Engaging in conduct that may reasonably be seen as a safety risk, including threats of physical harm or the presence of weapons.
5. If the Tenant fails to comply with the conditions set out in paragraph 4 of this order, the Landlord may apply under section 78 of the Residential Tenancies Act, 2006 (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
6. The Tenant shall also pay to the Landlord \$135.08 for the cost of filing the application on or before January 31, 2026.
7. The Tenant shall also pay the Landlord compensation of \$73.64 per day for the use of the unit starting May 1, 2026, until the date the Tenant moves out of the unit.

8. If the Tenant does not pay the Landlord the full amount owing on or before January 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026, at 4.00% annually on the balance outstanding.
9. If the unit is not vacated on or before April 30, 2026, then starting May 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 May 1, 2026.

January 23, 2026
Date Issued

Dillanique Knight
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 November 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.