



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-094965-25 and LTB-L-080341-25

In the matter of: Upper Unit, 719 CHESTERTON AVE
OSHAWA ON L1H3J4

Between: DONABEL PASCUA Landlord
NESTOR PASCUA

And

Shoaib Afzali Tenant
Mariam Motara

DONABEL PASCUA and NESTOR PASCUA (the 'Landlord') applied for an order to terminate the tenancy and evict Shoaib Afzali and Mariam Motara (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes ("L1"); and
- 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 ("L2").

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

Prior to the videoconference hearing on January 21, 2026 the parties elected to participate in Board facilitated mediation with the assistance of a Dispute Resolution Officer (DRO).

The Landlord's Representative, Chantle Mercer, and the Tenant participated in the mediation. The Tenant, Mariam Motara, also represented the interests of Shoaib Afzali, who did not attend the mediation.

The parties agreed to resolve all matters raised in the application and requested an order on consent. I am satisfied that the parties understood the terms and consequences of their consent.

The parties have agreed that:

A. The current lawful rent is \$2200.00 and it is due on the 6th of the month.

It is ordered on consent that:

1. The Tenant shall pay to the Landlord \$372.00 which represents arrears of rent up to January 31, 2026 and the filing fee.

2. The Tenant **shall pay** to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

AMOUNT DUE	DUE DATE
\$186.00	On or before April 1, 2026
\$186.00	On or before June 1, 2026

3. The Tenant shall **also pay** to the Landlord new rent on time and in full as it comes due and owing for the period February 1, 2026 to June 30, 2026, or until the arrears are paid in full, whichever date is earliest, in accordance with the following schedule:

AMOUNT DUE	DUE DATE
\$1100.00	On or before the 6 th of the month for a period of <u>5 months</u> from <u>February 6, 2026 to June 6, 2026</u>
\$1100.00	On or before the 20 th of the month for a period of <u>5 months</u> from <u>February 20, 2026 to June 20, 2026</u>

3. If the Tenant fails to make any one of the payments in accordance with paragraphs 2 or 3 this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after January 31, 2026.
4. During the **6 month period** from **February 1, 2026 to July 31, 2026**, The Tenant **shall also pay** to the Landlord the full amount owing for utility charges by the 15th day after the due date stated on the utility invoice(s).
5. If the Tenant fails to make any one of the payments in accordance with paragraph 4 of this order, the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant.
6. This application resolves the following applications: LTB-L-094965-25 and LTB-L-080341-25.

January 28, 2026
Date Issued

 Monica Dairo
 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.