



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

File Number: LTB-L-098343-25

In the matter of: 14178 YONGE ST
AURORA ON L4G0P5

Between: Yimin Huang Landlord

And

Amir Savalan Tenant

Yimin Huang (the 'Landlord') applied for an order to terminate the tenancy and evict Amir Savalan (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (L1 Application) and the Tenant has been persistently late in paying the Tenant's rent (L2 Application).

The application was heard by videoconference on January 22, 2026. The Landlord's legal representative, Yun Tao Li, the Tenant and the Tenant's legal representative, Sassan Emam attended the hearing.

Before the start of the hearing the parties advised that they had reached an agreement. As a result of the resolution discussion, the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the terms and consequences of their consent.

Agreed Facts:

1. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,500.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 x 12 months, divided by 365 days.
5. The rent arrears owing to January 31, 2026 are \$30,000.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs. The Landlord waives this amount.

7. The Landlord collected a rent deposit of \$2,500.00 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.
8. Interest on the rent deposit in the amount of \$339.54 will be owing to the Tenant for the period from January 1, 2019 to May 31, 2026. This amount will be deducted from the amount of arrears.
9. The Landlord will provide the Tenant with a reference letter within ten (10) days of the hearing date, January 22, 2026.
10. For the period from February 2026 to May 2026 the lawful monthly rent will be due on the 3rd day of each month instead of the 1st day of each month.

On consent it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated effective June 30, 2026. The Tenant must move out of the rental unit on or before June 30, 2026.
2. The Landlord shall apply the rent deposit it is holding to the Tenant's rent for June 2026, which is the last month of the tenancy.
3. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026 the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 July 1, 2026.
5. If the Tenant does not vacate the rental unit by June 30, 2026, the Tenant shall pay to the Landlord \$82.19 per day for compensation for the use of the unit starting July 1, 2026 to the date the Tenant moves out of the unit.
6. On or before June 30, 2026 the Tenant shall pay to the Landlord \$29,660.46 which represents arrears of rent for the period ending January 31, 2026 (\$30,000.00) less the interest on the last month rent deposit (\$339.54).
7. If the Tenant fails to make the payment in accordance with paragraph 6 of this order, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding

Additional Conditions:

8. The Tenant shall also pay the Landlord the lawful monthly rent on time and in full, as it comes due and owing on the 3rd of each month, for the period starting February 3, 2026 to up and inclusive May 3, 2026.
9. If the Tenant fails to make the payments in accordance with paragraph 8 of this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 6 of this order shall become immediately due and owing and the Landlord may apply under 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. The Landlord must make the application within 30 days of a breach of a condition set out in paragraph 8 of this order. This may result in the Board issuing an order that terminates the tenancy before June 30, 2026.

10. If the tenancy terminates earlier than June 30, 2026 the last month rent deposit shall apply to the last month of the rental period and the Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

January 27, 2026
Date Issued

Floredana Ungureanu
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 January 1, 2027 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.