



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

File Number: LTB-L-094969-25

In the matter of: 30 CHIARA ROSE LANE
RICHMOND HILL ON L4E1L4

Between: HUI XIE Landlord

And

SHONNA LAYIA BEHAEEN Tenant

HUI XIE (the 'Landlord') applied for an order to terminate the tenancy and evict SHONNA LAYIA BEHAEEN (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was scheduled to be heard by videoconference on January 21, 2026. On that date the parties agreed to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer (DRO) Rachael Kukoyi.

The Landlord's Representative, Ryan Chen, and the Tenant's Representative, Nnonyechi Okenwa, participated in the mediation.

As a result of the mediation, the parties requested an order on consent and I am satisfied that the parties understand the terms and consequences of their consent, including waiving their right to a hearing on this application.

The Parties Agreed That:

1. As of the hearing date, the Tenant was still in possession of the rental unit.
2. The lawful rent is \$3,850.00. It is due on the 1st day of each month.
3. Based on the Monthly rent, the daily rent/compensation is \$126.58. This amount is calculated as follows: $\$3,850.00 \times 12$, divided by 365 days.
4. The Tenant has not made any payments since the application was filed.
5. The rent arrears owing to January 31, 2026, are \$17,250.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

7. The Landlord collected a rent deposit of \$3,850.00 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 \$161.82 is owing to the Tenant for the period from April 1, 2024, to January 21, 2026.
9. The Tenant agrees to provide a 10-day notice to the Landlord if the Tenant intends to end the tenancy before June 30, 2026.
10. The parties agreed to a final, non-voidable eviction order based on the parties' agreement to terminate the tenancy. Therefore, the Tenant does not have the option to void the order by paying the arrears and costs.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant is terminated and the Tenant must move out of the rental unit on or before June 30, 2026.
2. 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.
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 July 1, 2026.
4. The Tenant shall pay to the Landlord \$13,424.18. This amount includes rent arrears owing up to January 31, 2026, 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.
5. If the Tenant does not pay the Landlord the full amount owing on or before July 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 2, 2026, at 4.00% annually on the balance outstanding.
6. The Tenant shall also pay the Landlord compensation of \$126.58 per day for the use of the unit starting July 1, 2026, until the date the Tenant moves out of the unit.

Additional Terms

7. The Tenant shall pay the Landlord new rent on time and in full as it comes due and owing for the period of February 1, 2026, to June 30, 2026.
8. If the Tenant fails to comply with the conditions set out in paragraph 7 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. This may result in the Board issuing an order that terminates the tenancy before June 30, 2026.

January 30, 2026
Date Issued

Rachael Kukoyi
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing to January 31, 2026	\$17,250.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,850.00
Less the amount of the interest on the last month's rent deposit	- \$161.82
Total amount owing to the Landlord	\$13,424.18
Plus daily compensation owing for each day of occupation starting July 1, 2026	\$126.58 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	