



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

File Number: LTB-L-096072-25

In the matter of: 703, 565 TALBOT ST
LONDON ON N6A2T1

Between: Hazelview Property Services Inc.s

Landlord

And

Cherise Kahamba
Agnes Ashaaba

Tenant

Hazelview Property Services Inc.s (the 'Landlord') applied for an order to terminate the tenancy and evict Cherise Kahamba and Agnes Ashaaba (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 26, 2026.

The Landlord's Representative, Jennifer Smith and the Tenant, Agnes Ashaaba attended the hearing. The Tenant present confirmed she had the authority to consent on behalf of the Tenant, Cherise Kahamba who was not present at the hearing. The parties agreed to participate in mediation. 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 the parties understood the terms and consequences of their consent.

Agreed Facts:

1. The parties agreed to a final termination of tenancy for January 31, 2026.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,681.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$55.27. This amount is calculated as follows: \$1,681.00 x 12, divided by 365 days.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

6. The Landlord collected a rent deposit of \$1,600.00 from the Tenant and this deposit is still being held by the Landlord. The parties agreed to deduct this amount and the interest on the dep from the arrears.
7. The rent arrears owing to January 31, 2026, are \$1,989.33 and this includes the Landlord's filing fee, less the last month's rent deposit and less the interest on the deposit.
8. The Tenant will pay the arrears in a payment plan post termination of tenancy and the enforcement clause is 4% interest on the balance annually.

On consent it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated on January 31, 2026.
2. If the unit is not vacated on or before January 31, 2026, then starting February 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 February 1, 2026.
4. If the unit is not vacated on or before January 31, 2026, then starting February 1, 2026, the Tenant shall pay the Landlord compensation of \$55.27 per day for the use of the unit starting February 1, 2026 until the date the Tenant moves out of the unit.
5. The Tenant shall also pay the Landlord, \$1,989.33 for rent arrears to January 31, 2026, and this includes the Landlord's filing fee, less the last month's rent deposit, less the interest on the deposit.
6. The Tenant shall pay the amount owing in paragraph (5) in accordance with the following schedule:
 - a) On or before March 1, 2026, \$500.00.
 - b) On or before April 1, 2026, \$500.00
 - c) On or before May 1, 2026, \$500.00.
 - d) On or before June 1, 2026, \$489.33
7. If the Tenant fails to make one of these payments to the Landlord, the remaining balance becomes immediately due and owing and, the Tenant will start to owe interest. This will be simple interest calculated the day after the defaulted payment at 4.00% annually on the balance outstanding.

February 2, 2026

Date Issued

Tanya Speedie

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 August 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.