



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-097517-25

In the matter of: W2301, 185 MILLWAY AVE
CONCORD ON L4K0L2

Between: Millway Residences Inc. Landlord

And

Kasra Mehrinejad Tenant

Millway Residences Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Kasra Mehrinejad (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was scheduled to be heard by videoconference on February 5, 2026.

The Landlord's Agent, Anna Capozzi, and the Tenant attended.

The parties voluntarily participated in a Board-facilitated mediation and mutually agreed to resolve all the issues in the application. The parties requested an order on consent confirming their agreement. I am satisfied that the parties understood the terms and consequences of their consent as set out in the order below.

The Parties agree that:

1. The lawful rent is \$2,874.00. It is due on the 1st day of each month.
2. Based on the Monthly rent, the daily rent/compensation is \$94.49. This amount is calculated as follows: $\$2,874.00 \times 12$, divided by 365 days.
3. The rent arrears owing to January 31, 2026, are \$17,103.26.
4. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
5. The Landlord collected a rent deposit of \$2,874.00 from the Tenant, and this deposit is still being held by the Landlord. The rent deposit is applied to the last rental period of the tenancy, February 2026.
6. Interest on the rent deposit, in the amount of \$26.13, is owing to the Tenant for the period from September 1, 2025, to February 5, 2026.

7. This order is a final, non-voidable termination of this tenancy based on the parties agreement to terminate the tenancy. The application is amended to include an L3 application for termination of the tenancy. Therefore, the Tenant does not have the option to void the eviction order under subsections 74(4) or 74(11) of the *Residential Tenancies Act, 2006* (the 'Act') by paying the outstanding rent arrears.

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 February 28, 2026.
2. If the unit is not vacated on or before February 28, 2026, then starting March 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 March 1, 2026.
4. The Tenant shall pay to the Landlord \$17,263.13. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant.
5. The Tenant shall pay to the Landlord the amount set out in paragraph 4 in accordance with the following schedule:
 - \$1,090.00 on or before the 20th day of each month commencing March 20, 2026, and for the next 15 months up to and including May 20, 2027, and
 - \$913.13 on or before June 20, 2027.
6. If the Tenants do not pay the Landlord the amount owing in accordance with the payment schedule in paragraph 5, then on the day following the date of default, the full balance owing under paragraph 4 of this order immediately becomes due and payable, and the Tenant will start to owe interest. This will be simple interest calculated annually at the post-judgment interest rate determined under subsection 207(7) of the *Residential Tenancies Act, 2006*.

February 12, 2026
Date Issued

Eno Ubia
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 September 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.