



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

File Number: LTB-L-093207-25

In the matter of: Upper Floor Unit, 14 SUNDERLAND CRES
SCARBOROUGH ON M1H2V3

Between: Devindra Pooran
Rachael Pooran Landlord

And

Ryan Earl William Mckinnon Tenant
Timothy Murray Mckinnon

Devindra Pooran and Rachael Pooran (the 'Landlord') applied for an order to terminate the tenancy and evict Ryan Earl William Mckinnon and Timothy Murray Mckinnon (the 'Tenant') because the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

This application was scheduled to be heard by videoconference on January 28, 2026. The Landlord's legal representative, Cuiwen Hu, the Landlord, Devindra Pooran and the Tenant attended the hearing and participated in mediation.

The parties reached an agreement after voluntarily participating in mediation and requested an Order on Consent in full and final settlement of the application. I was satisfied that the parties understood the consequences of their consent.

Agreed Facts:

1. The tenancy between the Landlord and the Tenant shall terminate on February 28, 2026.
2. The lawful monthly rent is \$2,800.00 and it is due on the 1st day of each month.
3. Based on the monthly rent, the daily compensation is \$92.05. This amount is calculated as follows: \$2,800.00 x 12, divided by 365 days.
4. The Landlord collected a rent deposit of \$1,400.00, from the Tenant and this deposit is still being held by the Landlord. Interest has not been paid on the last month's rent deposit. The amount of \$14.58 is owing to the Tenant for the period from August 1, 2025, to January 28, 2026.

5. The Landlord waives the monthly rent for January 2026 and February 2026 and arrears of rent owing to the Landlord by the Tenant in the sum of \$1,000.00, for November 2025 and December 2025 as compensation owing to the Tenant under section 48.1 of the *Residential Tenancies Act, 2006* ("Act") and in exchange for the tenancy being terminated on or before February 28, 2026.
6. The Landlord further agrees to pay to the Tenant the sum of \$1,400.00, which represents the one month's compensation.

On consent of the parties, it is ordered that:

1. The Landlord shall pay to the Tenant the sum of \$1,400.00 on or before January 30, 2026.
2. If the Landlord complies with paragraph 1 of this order, the tenancy between the Landlord and the Tenant is terminated on February 28, 2026. The Tenant must move out of the rental unit on or before February 28, 2026.
3. If the Landlord does not pay to the Tenant the full amount owing on or before January 30, 2026, the Landlord will start to owe interest. This will be simple interest calculated from January 31, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant reserves the right to terminate the tenancy sooner than February 28, 2026, with 10 days written notice to the Landlord.
5. 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.
6. 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.
7. The Tenant shall also pay the Landlord compensation of \$92.05 per day for the use of the unit starting March 1, 2026 until the date the Tenant moves out of the unit.

February 19, 2026
Date Issued

Britney Sooknanan
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.