



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

**File Number:** LTB-L-093013-25

**In the matter of:** 609, 234 ALBION RD  
ETOBICOKE ON M9W6A5

**Between:** Kunle Alake Landlord

**And**

Abdulkadir Yassin Tenant

Kunle Alake (the 'Landlord') applied for an order to terminate the tenancy and evict Abdulkadir Yassin (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, Vijayant Sood, the Landlord 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 March 31, 2026.
2. The lawful monthly rent is \$1,416.78 and it is due on the 1st day of each month.
3. Based on the monthly rent, the daily compensation is \$46.58. This amount is calculated as follows:  $\$1,416.78 \times 12$ , divided by 365 days.
4. The Landlord collected a rent deposit of \$1,100.00 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 \$199.97 is owing to the Tenant for the period from June 11, 2008, to January 28, 2026. The Landlord will calculate any additional interest owing between January 28, 2026, and the day before the last month's rent deposit is applied. The Landlord will pay all the interest owed to the Tenant prior to the date the Tenant vacates.
5. The amount of the rent deposit and interest on the rent deposit is applied to the last month of the tenancy, in full and final satisfaction of that month's rent.

6. The Landlord agrees to pay the Tenant the sum of \$4,384.75, 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 March 31, 2026.
7. The parties agree that a portion of the compensation mentioned in paragraph 6 above in the sum of \$1,384.75, was paid to the Tenant by the Landlord by cheque on November 3, 2025, leaving a balance of \$3,000.00 to be paid by the Landlord.

**On consent of the parties, it is ordered that:**

1. The Landlord shall compensate the Tenant the sum of \$3,000.00, on or before February 5, 2026.
2. If the Landlord complies with paragraph 1 of this order, the tenancy between the Landlord and the Tenant is terminated on March 31, 2026. The Tenant must move out of the rental unit on or before March 31, 2026.
3. If the Landlord does not pay to the Tenant the full amount owing on or before February 5, 2026, the Landlord will start to owe interest. This will be simple interest calculated from February 6, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant reserves the right to terminate the tenancy sooner than March 31, 2026, with 10 days written notice to the Landlord.
5. If the unit is not vacated on or before March 31, 2026, then starting April 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 April 1, 2026.
7. The Tenant shall also pay the Landlord compensation of \$46.58 per day for the use of the unit starting April 1, 2026 until the date the Tenant moves out of the unit.

**February 24, 2026**  
**Date Issued**

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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.