



**Order under Section 69 / 88.1
Residential Tenancies Act, 2006**

File Number: LTB-L-000003-26

In the matter of: Upper Unit, 203 Pellatt Avenue
North York ON M9N2P5

Between: Maureen Kizito Landlords
Fred Mukasa

And

Authentic Construction Ltd Tenant

Maureen Kizito and Fred Mukasa (the 'Landlords') applied for an order to terminate the tenancy and evict Authentic Construction Ltd (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the building has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord in a building that has three or fewer residential units and the Landlord resides in the building.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Maureen Kizito and Fred Mukasa (the 'Landlords') also applied for an order requiring Authentic Construction Ltd (the 'Tenant') to pay the Landlords reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on February 11, 2026, where the parties elected to participate in a Board facilitated mediation with the assistance of a Dispute Resolution Officer (DRO).

The Landlords and the Tenant's agent, Dale Plyler participated in mediation. The parties agreed to resolve all matters raised in the application and requested an order on consent.

I am satisfied that the parties understand the terms and consequences of their consent, including waiving the right to a hearing for this application.

Agreed Facts:

1. The Landlords amended the application to remove Letisha RAA Mason as a Tenant from the application.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On February 14, 2026, the Landlords will conduct an inspection of the rental unit.
4. On February 14, 15, 21, 22 & 28, 2026 between the hours of 9am – 6pm, the Tenant will be permitted entry into the rental unit to move their personal items and belongings.
5. On February 28, 2026, the Tenant will ensure that the rental unit is in a reasonable state of cleanliness.
6. The Landlords waives \$619.00 which represents \$433.00 for out-of-pocket expenses and \$186.00 being the cost of filing this application.
7. Based on the monthly rent, the daily compensation is \$78.90. This amount is calculated as follows: \$2,400.00 x 12 months, divided by 365 days.
8. There is no last month's rent deposit.

It is ordered on consent that:

1. The tenancy between the Landlords 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 the Landlord compensation of \$78.90 per day for the use of the unit starting March 1, 2026, until the date the Tenant moves out of the unit.

February 24, 2026
Date Issued

Oluwatobi Abobarin
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 of the Tenant 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.