



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

File Number: LTB-L-097204-25

In the matter of: 293 KINMOUNT CRES
OSHAWA ON L1J3T8

Between: FAHEEM KHALID AWAN Landlord

And

ASHLEY ROBINSON Tenants
PARKER ROBINSON

FAHEEM KHALID AWAN (the 'Landlord') applied for an order to terminate the tenancy and evict ASHLEY ROBINSON and PARKER ROBINSON (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe (L1 Application) and because the Tenants did not pay utilities cost that were required to pay under the terms of the tenancy agreement while they were living in the rental unit (L2 Application).

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

The application was heard by videoconference on February 19, 2026. The Landlord, the Landlord's legal representative, Shahid Mirza and the Tenant, Ashley Robinson attended the hearing. The Tenant, Ashley Robinson provided evidence that she was authorized by the second Tenant, Parker Robinson to represent him in this matter.

At the hearing, the parties engaged 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 that the parties understood the terms and consequences of their consent.

Agreed Facts:

1. On the application Ashley Robinson, Daniel Robinson and Parker Robinson are named as Tenants. The parties mutually requested to amend the application to remove Daniel Robinson as party/tenant. Therefore, throughout this order, Ashley Robinson and Parker Robinson are referred to as the only Tenants.
2. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants did not void the notice by paying the amount of

rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.

3. As of the hearing date, the Tenants were still in possession of the rental unit.
4. The lawful rent is \$2,900.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$95.34. This amount is calculated as follows: \$2,900.00 x 12 months, divided by 365 days.
6. The rent arrears owing to February 28, 2026 are \$19,334.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit in the amount of \$2,900.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated. The rent deposit will apply as rent for the month of March 2026.
9. Interest on the rent deposit in the amount of \$82.34 is owing to the Tenants for the period from January 1, 2025 to February 28, 2026. This amount will be deducting from the amount of arrears.
10. On the L2 application the outstanding utilities cost (water) are \$1,285.52 for the period ending September 10, 2025. The parties mutually requested to amend the L2 application to include the latest utility cost (water) in the amount of \$430.33. The total utilities cost (water) the Tenants owe to the Landlord are \$1,715.85 for the period ending December 5, 2025.

On consent it is ordered that:

1. The application is amended to remove Daniel Robinson as party/tenant.
2. The tenancy between the Landlord and the Tenants is terminated on March 31, 2026. The Tenants must move out of the rental unit on or before March 31, 2026.
3. 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.
4. 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.
5. The Landlord shall apply the last month rent deposit to the month of March 2026 (i.e. for the period March 1, 2026 to March 31, 2026), which is the last rental period of the tenancy.
6. If the unit is not vacated on or before March 31, 2026, the Tenants shall pay to the Landlord compensation of \$95.34 per day for the use of the unit starting April 1, 2026 until the date the Tenants move out of the unit.

7. On or before March 18, 2026, the Tenants shall pay to the Landlord \$21,153.51 which represents arrears of rent for the period ending February 28, 2026 (\$19,334.00) less the interest on the last month rent deposit (\$82.34) plus the outstanding water bills for the period ending December 5, 2025 (\$1,715.85) and the application filing fee (\$186.00).
8. If the Tenants do not pay the Landlord the full amount owing on or before March 18, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 19, 2026 at 4.00% annually on the balance outstanding.

February 24, 2026
Date Issued

Floredana Ungureanu
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 October 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.