



Order under Section 78(6) & 78(11) of the Residential Tenancies Act, 2006

File Number: LTB-L-003132-26-SA

In the matter of: 1512, 325 WEBB DRIVE
MISSISSAUGA, ON L5B3Z9

Between: Jackson Jianhui Gong Landlord

and

Nargis Sultana and Yasir Sultan Tenants

SET ASIDE MOTION ORDER – ON CONSENT

Jackson Jianhui Gong (the 'Landlord') applied in a L4 application seeking an order to terminate the tenancy and evict Nargis Sultana and Yasir Sultan (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Landlord claimed the Tenants failed to meet a condition specified in the prior consent order issued by the Board on October 8, 2025 with respect to L1 application LTB-L-064976-25.

The L4 application was resolved by order LTB-L-003132-26 issued on January 26, 2026, which terminated the tenancy effective February 6, 2026 (the 'L4 Order'). The L4 Order was issued without a hearing being held.

On January 29, 2026 the Tenants filed a S2 form to request that the L4 Order be set aside.

The set aside motion was heard by videoconference on February 23, 2026. The Tenants, the Landlord, and the Landlord's legal representative Julie Zhu (paralegal) attended the hearing.

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 consequences of the joint submission.

It is ordered on consent that:

1. The Landlord consents to the Tenants' request to set aside the L4 Order. The L4 Order LTB-L-003132-26 issued on January 26, 2026 is cancelled, cannot be enforced, and is replaced by this order.
2. The parties agreed to a non-voidable eviction order effective **March 15, 2026**. The tenancy is terminated on March 15, 2026 and the Tenants must move out of the rental unit and return the key(s) to the Landlord by then.

3. The parties agreed that the current amount of rent arrears and costs owing is \$9,832.38. The Landlord agreed to give a discount on rent arrears owing if the following condition is met: The Tenants shall pay the Landlord \$877.00 on or by March 1, 2026. This payment represents the pro-rated amount of rent owing during the final half-month of the tenancy (March 1 to 15, 2026).
4. If the Tenants succeed in making the \$877.00 payment to the Landlord by March 1, 2026, then the Landlord agrees to reduce the total amount of rent arrears and costs owing, by \$2,000.00. Therefore, if the \$877.00 payment condition is made by March 1, 2026, the total rent arrears and costs owing shall become \$7,832.38.
5. The Tenants shall pay the Landlord the total amount of rent arrears and costs owing (whichever the case may be: \$9,832.38 or \$7,832.38 based on whether the condition is satisfied from paragraph 3 above), by the termination date of March 15, 2026.
6. If the Tenants do not pay the Landlord the full amount owing on or before March 15, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 16, 2026 onwards at 4.00% annually on the balance outstanding.
7. The parties agreed that there was no last month's rent deposit collected.
8. The lawful monthly rent is \$1,754.31, due on the first day of each month. Based on the monthly rent, the daily compensation rate is \$57.68. The daily compensation is calculated as (\$1,754.31 times 12 months) divided by 365 days. If the Tenants do not vacate the rental unit on or by March 15, 2026, the Tenants shall owe the Landlord daily compensation of \$57.68 per day for the use of the unit from March 16, 2026 onwards, until the Tenants actually move out of the rental unit or get evicted through Sheriff enforcement.
9. If the rental unit is not vacated on or by March 15, 2026, then started March 16, 2026 the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the rental unit to the Landlord on or after March 16, 2026.

March 9, 2026

Date Issued

Michelle Tan

Vice Chair, 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.