



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-101076-25

In the matter of: 2316, 85 WOOD ST
TORONTO ON M4Y0E8

Between: Yanyan Yan Landlord

And

Timucin Tarik Kursunlugil Tenants
Sky Residence Inc.

Yanyan Yan (the 'Landlord') applied for an order to terminate the tenancy and evict Timucin Tarik Kursunlugil and Sky Residence Inc. (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises;
- the Tenants or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex.

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 March 3, 2026. The Landlord's legal representative, QionLing Yang and the Tenants' legal representative, Naseer Ahmed attended the hearing. Before the start of the hearing the parties advised that they had reached an agreement. 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. As of the hearing date, the Tenants were still in possession of the rental unit.
2. The lawful rent is \$3,100.00. It is due on the 26th day of each month.

3. Based on the monthly rent, the daily compensation is \$101.92. This amount is calculated as follows: \$3,100.00 x 12, divided by 365 days.
4. The Tenants paid to the Landlord all the rent that was due for the period ending March 25, 2026. The Tenants will pay to the Landlord daily compensation starting March 26, 2026.
5. The Landlord collected a key deposit and security deposit in the amount of \$1,350.00 from the Tenants and this deposit is still being held by the Landlord. This deposit will be returned to the Tenants on or before July 1, 2026.
6. There is no last month's rent deposit.

On consent it is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated effective July 1, 2026. The Tenants must move out of the rental unit on or before July 1, 2026.
2. If the unit is not vacated on or before July 1, 2026, then starting July 2, 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 July 2, 2026.
4. The Landlord shall return to the Tenants the sum of \$1,350.00, representing the key deposit and security deposit, upon the Tenants' return of the key on July 1, 2026.

Daily Compensation if the Tenants vacate by July 1, 2026

5. If the Tenants vacate the rental unit on or before July 1, 2026, the Landlord shall waive \$4,650.00 from the amount of daily compensation the Tenants owe for the period from March 26, 2026 to July 1, 2026.
6. The Tenants shall pay to the Landlord the remaining balance of the daily compensation owing for the period from March 26, 2026 to July 1, 2026, in the amount of \$5,261.51, in accordance with the following schedule:

Date Payment Due	Amount of Payment
March 26, 2026	\$3,100.00
April 26, 2026	\$2,161.51

7. If the Tenants fails to make any one of the payments in accordance with paragraph 6, the Tenants will start to owe interest. This will be simple interest calculated from the date of the missed payment at 4.00% annually on the balance outstanding.

Daily Compensation if the Tenants vacate after July 1, 2026

8. If the Tenants vacate the rental unit on or after July 2, 2026, the Tenants shall pay to the Landlord:

- a) Lump sum daily compensation in the amount of \$9,911.52 for the period from March 26, 2026 to July 1, 2026 on or before July 2, 2026; and
 - b) \$101.92 per day for compensation for the use of the unit starting July 2, 2026 to the date the Tenant moves out of the unit.
9. If the Tenants fail to make the payment by July 2, 2026, the Tenants will start to owe interest. This will be simple interest calculated from July 3, 2026 at 4.00% annually on the balance outstanding.

March 18, 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 January 2, 2027 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.