



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

File Number: LTB-L-095241-25

In the matter of: MAIN FLOOR, 56 THATCHER AVE
SCARBOROUGH ON M1M2M2

Between: H M MARUFUJJAMAN

Landlord

And

PETER KURYLIW
ALSO KNOWN AS PETRYK KURYLIW

Tenant

H M MARUFUJJAMAN (the 'Landlord') applied for an order to terminate the tenancy and evict PETER KURYLIW ALSO KNOWN AS PETRYK KURYLIW (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes and because the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

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

The application was scheduled to be heard on March 10, 2026, by video conference. Before the start of the hearing, the parties engaged in private settlement discussions and advised that they had reached a settlement to resolve all matters at issue in the application. They requested an order on consent. The matter was referred to Dispute Resolution Officer (DRO) Nancy Fahlgren to assist in finalizing the terms and issue the requested order.

The Landlord, the Landlord's representative, Yasmin Van Maurik, the Tenant, and the Tenant's representative, Naseer Ahmed, were present.

Upon reviewing the terms of the consent with the parties, I was satisfied that the parties understood the terms and consequences of their consent.

Agreed Facts:

1. The application is amended with reference to the naming of the Tenant party and is set out accordingly in this order.
2. The tenancy shall terminate as of June 30, 2026.
3. The Landlord shall accept a minimum of ten (10) days' prior written notice from the Tenant if the Tenant elects to terminate the tenancy earlier than June 30, 2026. Provided the Tenant vacates the rental unit on or before the date specified in such notice, the tenancy shall terminate on that earlier date.
4. The lawful rent is \$2,300.00. It is due on the 1st day of each month.
5. The rent arrears owing to February 28, 2026 are \$4,800.00.
6. The Tenant shall pay to the Landlord the full amount of rent arrears owing on or before March 14, 2026. If the Tenant fails to make the agreed upon payment, the Landlord may apply to the Landlord and Tenant Board (LTB) pursuant to section 78 of the *Residential Tenancies Act, 2006* (the RTA) for an order to terminate the tenancy and evict the Tenant earlier than June 30, 2026.
7. The Landlord waives the monthly rent payable by the Tenant for the months of March 2026, April 2026 and May 2026. The Tenant shall not be required to pay to the Landlord the rent for these months. Should the tenancy be terminated earlier for any reason, the Tenant will not be entitled to receive the proportionate adjustment or credit for any of the rent waived.

8. The Landlord collected a rent deposit of \$2,300.00 from the Tenant. In accordance with subsection 106(10) of the RTA, the last month's rent deposit shall be applied to the rent for the last month of tenancy.
9. There is no interest owing on the rent deposit.
10. The Tenant was paid compensation equal to one month's rent as required by the RTA.
11. If the Tenant does not vacate the rental unit on or before June 30, 2026, the Tenant will owe the Landlord daily rent starting July 1, 2026. Based on the monthly rent, the daily rent/compensation is \$75.62. This amount is calculated as follows: \$2,300.00 x 12, divided by 365 days.
12. The Tenant will leave the rental unit in a clean, broom swept condition upon vacating.

On consent, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 30, 2026.
2. The Tenant shall pay to the Landlord \$4,800.00. This amount represents rent arrears owing for the period up to February 28, 2026.
3. The Tenant shall pay to the Landlord the full amount owing as set out in paragraph 2 of this order on or before March 14, 2026.
4. If the Tenant fails to make the payment in compliance with paragraph 3 of this order, the outstanding balance of any arrears of rent to be paid by the Tenant to the Landlord pursuant to paragraph 2 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the RTA for an order terminating the tenancy and evicting the Tenant.
5. If the unit is not vacated on or before June 30, 2026, the Tenant shall also pay to the Landlord compensation of \$75.62 per day for the use of the unit starting July 1, 2026 until the date the Tenant moves out of the unit.
6. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 1, 2026.

March 16, 2026

Date Issued

Nancy Fahlgren

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 expires on January 1, 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.