



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-012888-26

In the matter of: 164 BLAKE ST
BARRIE ON L4M1K3

Between: Mossa Gardaneh Landlord

And

Kelsey Lee Stewart Tenants
Cory Vincent Birch

Mossa Gardaneh (the 'Landlord') applied for an order to terminate the tenancy and evict Kelsey Lee Stewart and Cory Vincent Birch (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

Mossa Gardaneh (the 'Landlord') also applied for an order to terminate the tenancy and evict Kelsey Lee Stewart and Cory Vincent Birch (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant 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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

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

This application was heard by videoconference on March 16, 2026.

The Landlord, the Landlord's Representative Naseer Ahmed and the Tenants attended the hearing.

The parties before the LTB consented to the following order:

It is ordered on consent that:

1. The tenancy is terminated. The Tenants shall move out of the rental unit on or before April 1, 2026.

2. If the unit is not vacated on or before April 1, 2026, then starting April 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 April 2, 2026.
4. The Landlord shall pay to the Tenants \$14,000.00, in full and final settlement of all issues arising out of the tenancy, in the form of a bank draft and delivered to the Tenants on or before March 27, 2026. The last month's rent deposit, interest on the deposit and the key deposit are included in the settlement amount.
5. If the Landlord does not pay the Tenants the full amount owing by March 27, 2026, the Landlord will owe interest. This will be simple interest calculated from March 28, 2026, at 3% annually on the balance outstanding. The Tenants have the right to collect the full amount owing or any balance outstanding under this order on or after March 28, 2026.
6. The Tenants shall have access to the unit from March 27, 2026, till April 1, 2026, to collect all their belongings.
7. The unit shall be left in a broom swept condition with no damages other than normal wear and tear.
8. The parties agree to the above terms in good faith, without an admission of guilt by either party.
9. The funds agreed to in this settlement, are provided without a hearing being held despite the parties having an opportunity to advanced and or defend any claims.
10. The parties agree that this settlement resolves all claims rising out of or in connection with the tenancy and shall resolve on a full and final basis all claims, proceedings, and/or orders.

March 19, 2026
Date Issued

Brenda Mercer
Member, 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.