



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-098488-25, LTB-L-086039-25 and LTB-L-103432-25

In the matter of: 7609 KENNEDY RD
MARKHAM ON L3R0L8

Between: Tony (also known as Kwok Leung) Cheung Landlord

And

Muhammad AL Diasty Tenants
Sanae Hammoussi

Tony (also known as Kwok Leung) Cheung (the 'Landlord') applied for an order to terminate the tenancy and evict Muhammad AL Diasty and Sanae Hammoussi (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 (L2);
- 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 (L2);
- the number of persons living in the unit on a continuing basis is more than permitted by health, safety or housing standards (L2);
- the Tenants, another occupant of the rental unit or a person the Tenants permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex (L2);
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage (L2); and
- the Tenants did not pay the rent that the Tenants owes (L1).

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

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' conduct or that of another occupant of the rental unit or someone the Tenants permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

Prior to the videoconference hearing on April 18, 2026 the parties elected to participate in Board facilitated mediation with the assistance of a Dispute Resolution Officer (DRO).

The Landlord's Representative, Sriram Rangan, and the Tenants' Representative, Sriram Rangan, participated in the mediation.

The parties agreed to resolve all matters raised in the application and requested an order on consent. I am satisfied that the parties understood the terms and consequences of their consent.

It is agreed by the parties that:

- A. The Settlement Fund of \$40,000.00 (the "Settlement Fund") shall be held in trust by a third-party law firm - Metcalfe Blainey & Burns LLP or another third-party law firm to be determined by the Landlord.
- B. The Settlement Fund is to be released to the Tenants upon the fulfillment of the following conditions which will also be set out in written trust agreement by the parties at a later date:
 - i. The Tenants shall not damage or alter the residential unit.
 - ii. On or before March 19, 2026, the Tenants shall sign an N11 agreement to terminate the tenancy. An additional full and final release agreement will be signed by both parties once the N11 is signed.
 - iii. On or before 11:00 AM on April 30, 2026:
 - a. The Tenants shall return all keys, garage remotes, access devices and alarm access codes to the Landlord;
 - b. The Tenants, Tenants' occupants and Tenants' guests shall vacate the residential property.
 - c. The Tenants shall remove their personal vehicles, other personal belongings, and other garbage, debris, construction waste from the residential property (this area includes the driveway parking, backyard, side yard and lawn areas).
 - d. The Tenants shall maintain the HVAC, water systems, and electrical systems on the residential property in normal reasonable working order for the remainder of the tenancy.

- e. The Tenants shall remove all interior partition walls and rooming house style subdivisions installed in the residential unit.
 - iv. Before April 30, 2026, the Landlord and Tenants shall identify and mutually agree on which materials can stay on the property, following which the Tenants shall leave at the rental unit all the Landlord's property, such as the fridge, washer, dryer, ladder, chattels and other items identified as belonging to the Landlord. Only the mutually agreed upon items can stay, and the Tenants shall remove all other items on or before 11:00 AM on April 30, 2026.
- C. The Settlement Fund shall be given to the Tenants according to the following schedule:
- i. \$30,000.00 will be released to the Tenants by the third-party law firm on or before March 27, 2026, if the conditions contained in paragraph b of the Agreed Facts are satisfied by both parties.
 - ii. Upon all the terms in paragraph b being satisfied by the parties, the remaining \$10,000.00 shall be released to the Tenants on or before April 30, 2026.
- D. The Tenants shall not to re-enter, re-occupy or re-rent the property again following the termination of the tenancy.
- E. The Landlord will cover the costs for the services of the third-party law firm which will hold the settlement funds in trust.

On consent of the parties, 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 April 30, 2026.
2. If the unit is not vacated on or before April 30, 2026, then starting May 1, 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 May 1, 2026.

Additional Terms

4. From March 18, 2026 until the Tenants move out of the unit, the Tenants shall, upon the Landlord giving lawful written notice to the Tenants, allow the Landlord into the unit.
5. If the Tenant fails to comply with any of the conditions set out in paragraph 4 of this order, the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Residential Tenancies Act for an order terminating the tenancy and evicting the Tenants earlier than April 30, 2026. This application is made to the LTB without notice to the Tenant.

6. This Order settles all matters arising from this tenancy to March 18, 2026 (including the outstanding water arrears owing until January 20, 2026), and neither party will file any other application, action, claim or commence any proceedings against the other party related to this tenancy in any court of competent jurisdiction. This order also resolves applications LTB-L-086039-25 and LTB-L-103432-25.

March 26, 2026

Date Issued

Monica Dairo

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.