



Order under Sections 69, 30, 31 Residential Tenancies Act, 2006

File Numbers: LTB-L-104054-25, LTB-L-008347-26, LTB-T-103670-25

In the matter of: LOWER LEVEL, 290 MELROSE ST
ETOBICOKE ON M8Z 1G6

Between: Angela Lima Landlord

And

Hamed Rostami Tenants
Paulina Hernandez Ruiz

Angela Lima (the 'Landlord') applied for an order to terminate the tenancy and evict Hamed Rostami and Paulina Hernandez Ruiz (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 Application, N5)
- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year. (L2 Application, N12)

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

And

Hamed Rostami and Paulina Hernandez Ruiz (the 'Tenants') applied for an order determining that Angela Lima (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenants. (T2 Application)
- failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards. (T6 Application)

These applications were heard by videoconference on March 24, 2026.

The Landlord, Angela Lima, the Landlord's Representative, Maria Sturino and the Tenants, Hamed Rostami and Paulina Hernandez Ruiz attended the hearing. The parties agreed to

participate in mediation. 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 the parties understood the terms and consequences of their consent.

Agreed Facts:

1. The parties agreed to global resolution of the files, LTB-L-104054-25, LTB-L-008347-26, LTB-T-103670-25 for a full and final resolution of all matters in the tenancy to March 24, 2026.
2. The parties agreed to a final termination of tenancy for March 31, 2026, with standard enforcement provisions.
3. The parties have agreed, in addition to the statutory requirement of one month's rent compensation already provided to the Tenants by way of a cheque, the Landlord has agreed to compensate the Tenants four more months of compensation for a total of 5 months compensation.
4. The parties agreed, the Landlord will compensate the Tenants for moving costs for a total of \$800.00.
5. The parties agreed, the total of \$7,200.00 will be paid to the Tenants upon vacant possession of the rental unit and return of the keys on March 31, 2026.
6. The parties agreed, should the Tenants fail to move out of the rental unit on March 31, 2026, the four months extra compensation and the moving costs will be revoked.
7. The parties agreed, on March 31, 2026, the parties will do a walk through of the rental unit and the Landlord will return the physical cheque dated July 1, 2025, to the Tenants.
8. Based on the monthly rent, the daily compensation is \$52.60. This amount is calculated as follows: \$1,600.00 x 12, divided by 365 days.
9. 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 on March 31, 2026.
2. If the unit is not vacated on or before March 31, 2026, then starting April 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 April 1, 2026.
4. If the unit is not vacated on or before March 31, 2026, then starting April 1, 2026, the Tenants, shall pay the Landlord compensation of \$52.60 per day for the use of the unit starting April 1, 2026, until the date the Tenants move out of the unit.

5. The Landlord shall pay the Tenants and additional four months of compensation and moving costs for a total of \$7,200.00 on or before March 31, 2026, upon vacant possession of the rental unit and return of the keys.
6. If the Tenants fail to vacate the rental unit on or before March 31, 2026, the extra compensation and moving costs are revoked.
7. On March 31, 2026, the Landlord shall return the physical cheque dated July 1, 2026, to the Tenants.
8. This resolution resolves all the applications, LTB-L-104054-25, LTB-L-008347-26, LTB-T-103670-25 in a full and final resolution of all matters in the tenancy to March 24, 2026.

March 31, 2026
Date Issued

Tanya Speedie
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 October 1, 2026 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.