



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-098233-25

In the matter of: 1, 1343 KING ST N
ST JACOBS ON N0B2N0

Between: HABIBULLAH MOHAMMADI Landlord

And

JUSTIN HEIMPEL Tenant

HABIBULLAH MOHAMMADI (the 'Landlord') applied for an order to terminate the tenancy and evict JUSTIN HEIMPEL (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 application).
- the Tenant, their guests, or another occupant of the rental unit substantially interfered with the Landlord's or another tenant's lawful right or privilege and/or reasonable enjoyment of the residential complex (L2 application).

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket costs that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on March 24, 2026.

The Landlord, Habibullah Mohammadi, the Landlord's Representative, Elizabeth Anani and the Tenant, Justin Heimpele 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 a voidable order with a termination date of May 31, 2026, with standard enforcement provisions.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,300.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$42.74. This amount is calculated as follows: \$1,300.00 x 12, divided by 365 days.
5. The Tenant has paid \$3,900.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2026, are \$2,600.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The parties agreed, the \$186.00 application fee is waived if the tenancy is preserved. If the tenancy is terminated the application fee is due and owing.
9. The Landlord collected a rent deposit of \$1,300.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
10. Interest on the rent deposit, in the amount of \$17.65 is owing to the Tenant for the period from August 1, 2025 to March 24, 2026.
11. The parties agreed the Tenant's payment of lawful monthly rent for April 2026, can be delayed to April 15, 2026.
12. The parties agreed the lawful monthly rent for May 2026, is due on May 1, 2026.
13. The parties agreed the Tenant owes \$560.00 for unpaid utilities up to March 31, 2026.
14. The parties agreed, if the Tenant pays the arrears of \$2,600.00, the lawful monthly rent for April 2026 (\$1,300.00) and a \$340.00 payment towards the utility's charges April 15, 2026, the balance of the utilities owing is waived. Should the Tenant fail to make all these payments, the full balance of the unpaid utilities is due and owing on May 31, 2026, and if not paid subject to interest at 4% on the balance annually.
15. The parties agreed there is no section 78 enforcement applied to the payments agreed upon for April 15, 2026, and May 1, 2026, providing the Tenant an opportunity a final chance to void the order on or before May 31, 2026.
16. The parties agreed the utilities are to be paid by the Tenant, \$80.00 a month under the lease agreement.
17. The parties agreed, if the arrears and rent are not paid on or before May 31, 2026, the Landlord is open for discussion with the Tenant to present a payment plan.

On consent it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$2,600.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$3,900.00.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$5,200.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after May 31, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before May 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$1,194.11. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$42.74 per day for the use of the unit starting March 25, 2026, until the date the Tenant moves out of the unit.
7. If the unit is not vacated on or before May 31, 2026, then starting June 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 June 1, 2026.

Additional Conditions

9. If the Tenant pays the Landlord \$4,240.00 on or before April 15, 2026, which represents the rent arrears, the lawful monthly rent for April 2026, and a portion of the utility charges, the remaining balance of the utility charges in the amount of \$220.00 are waived.
10. The Tenant shall pay the lawful monthly rent for May 2026, on or before May 1, 2026.
11. Should the Tenant fail to make the payments in paragraphs (9 and 10) the full balance of arrears, full utility payment and lawful monthly rents for April 2026 and May 2026 are due and owing by May 31, 2026.

12. If the Tenant fails to make the payment in paragraph (11) by May 31, 2026, the Tenant shall also pay the Landlord's filing fee and the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026, at 4.00% annually on the total balance outstanding.

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 expires on December 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026

Rent Owing To March 31, 2026	\$6,500.00
(the Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,900.00
Total the Tenant must pay to continue the tenancy	\$2,600.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2026

Rent Owing To April 30, 2026	\$7,800.00
Less the Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,900.00
Total the Tenant must pay to continue the tenancy	\$3,900.00

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2026

Rent Owing To May 31, 2026	\$9,100.00
Less the Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,900.00
Total the Tenant must pay to continue the tenancy	\$5,200.00

D. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$6,225.76
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,900.00
Less the amount of the last month's rent deposit	- \$1,300.00
Less the amount of the interest on the last month's rent deposit	- \$17.65
Total amount owing to the Landlord	\$1,194.11
Plus daily compensation owing for each day of occupation starting March 25, 2026	\$42.74 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	