



Order under Section 69 of the Residential Tenancies Act, 2006

File Number: LTB-L-032890-25-HR2

In the matter of: 1615, 156 ENFIELD PLACE
MISSISSAUGA, ON L5B4L8

Between: Deinma Koko Landlord

and

Sheikh Qureshi Tenant

***DE NOVO* HEARING ORDER ON CONSENT**

On April 25, 2025, Deinma Koko (the 'Landlord') applied in a N12-based L2 application seeking an order to terminate the tenancy and evict Sheikh Qureshi (the 'Tenant') because the Landlord claimed that in good faith they require possession of the rental unit for the purpose of residential occupation for at least one year by their child. The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date provided in the N12 Notice.

The L2 application was heard by videoconference on September 16, 2025. The application was resolved by Order LTB-L-032890-25 issued on October 3, 2025, in which Member C. Bertrand dismissed the Landlord's application (the 'L2 Order').

On October 7, 2025, the Landlord requested a review of the L2 Order, claiming serious errors. By review Interim Order LTB-L-032890-25-RV-IN issued on October 9, 2025 by Member F. Quattrociochi, the request for review was directed to a review hearing.

The review hearing was conducted by videoconference on November 4, 2025. By review second Interim Order LTB-L-032890-25-RV-IN2 issued on January 23, 2026, Member N. Morris granted the Landlord's request for review, cancelled the L2 Order and prior review Interim Order, and adjourned the *de novo* (new) L2 hearing.

The *de novo* L2 application was heard by videoconference on March 24, 2026. The Landlord attended with their legal representative Dan Schofield (paralegal). The Tenant also attended with their legal representative Mursal Abdul-Haseeb (paralegal).

The parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the consequences of the joint submission.

It is ordered on consent that:

1. The parties agreed to terminate the tenancy effective December 31, 2026. The tenancy is terminated as of December 31, 2026, and the Tenant shall move out of the rental unit on or by December 31, 2026.
2. The parties agreed that the monthly rent is currently \$2,153.00, due on the first (1st) day of each month. Based on the monthly rent, the daily rent/compensation is \$70.78 per day, calculated as follows: (\$2,153.00 times 12 months) divided by 365 days.
3. The parties agreed that the Landlord collected a last month's rent deposit of \$2,153.00 which is still being held. The deposit can only be applied to the last month of a tenancy if it is terminated. Since on mutual agreement the parties are terminating the tenancy, the deposit shall be applied toward the final month of the tenancy.
4. The parties agreed that there are currently no rent arrears owing. The L2 application claimed compensation from the termination date in the N12 onwards, but the parties agreed as of the hearing date there was no compensation owing.
5. If the Tenant does not vacate the rental unit on or by December 31, 2026, then the Tenant shall pay the Landlord daily compensation of **\$70.78 per day starting January 1, 2027** until the date the Tenant actually moves out of the rental unit or gets evicted by Sheriff enforcement.
6. If the Tenant does not vacate the rental unit on or by December 31, 2026, then starting January 1, 2027 the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction can be enforced.
7. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the rental unit to the Landlord on or after January 1, 2027.

April 17, 2026
Date Issued

Michelle Tan

Vice Chair, 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 July 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.