



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-006506-26

In the matter of: UPPER, 121 LOWRY SQ
SCARBOROUGH ON M1B1N7

Between: Oswald Forde Landlord

And

Kim Adams Tenant

The application is amended to remove Debra Adams and Dwayne Henry as parties to the matter.

Oswald Forde (the 'Landlord') applied for an order to terminate the tenancy and evict Kim Adams, (the 'Tenant') because:

- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

This application was heard by videoconference on April 7, 2026.

The Landlord, the Landlord's Representative, Steven Michael Rapoport, the Tenant, and the Tenant's Representative, Kevin H. Josephs, participated in mediation and agreed to an Order on Consent in full and final satisfaction of the application, and in so doing, understand that their legal rights to a hearing on the merits of the matter have been waived.

I was satisfied that the terms of this agreement are consistent with the *Residential Tenancies Act, 2006* and that the parties have provided their informed, independent, and voluntary consent.

The parties before the LTB consented to the following order:

It is agreed that:

1. The Tenant was in possession of the rental unit on the date the application was filed.
2. On or about October 28, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of December 31, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by themselves for a period of at least one year.

3. The Landlord has compensated the Tenant an amount equal to one month's rent by December 31, 2025.
4. The Landlord collected a rent deposit of \$1,375.00 from the Tenant and this deposit is still being held by the Landlord. Of note, the collected rent deposit is topped up by \$153.66 to equal the current monthly rent of \$1,528.66, pursuant to paragraph 3 i) of this order, below.
5. Interest on the rent deposit, in the amount of \$327.70 is owing to the Tenant for the period from November 1, 2012 to April 7, 2026.
6. As of the date of the hearing, there are no rent arrears owing by the Tenant to the rental period ending April 30, 2026, and so for the purpose of this resolution, the daily rent/compensation for the Tenant's use of the unit is considered paid to April 30, 2026.
7. The amount of the rent deposit held and interest on the rent deposit, specifically \$1,856.36, is owing to the Tenant and this amount, as directed by the Tenant, may be applied towards the amount the Tenant is required to pay the Landlord for daily rent/compensation, and any remaining balance will be paid to the Tenant upon move out.
8. Based on the monthly rent, the daily rent/compensation is \$50.26. This amount is calculated as follows: $\$1,528.66 \times 12$ divided by 365 days.
9. The Landlord will remove all previously installed security cameras and related equipment from the residential complex by no later than April 30, 2026.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 30, 2027.
2. As the rent is paid to April 30, 2026, the Tenant shall pay to the Landlord daily rent/compensation of \$50.26 for the use of the unit, starting from May 1, 2026 until the date the Tenant moves out of the unit.
3. The Landlord shall pay \$5,504.30 to the Tenant for additional compensation, by way of:
 - i) \$153.66 which is applied as a top up to the collected rent deposit held; and
 - ii) \$5,350.64 which is to be held by the Landlord as a credit and applied to the Tenant's account as an offset to the daily rent/compensation the Tenant is required to pay the Landlord for the use of the unit, pursuant to paragraph 2 of this order above, until fully applied/used ($\$5,350.64$ divided by $\$50.26 = 106.5$ days maximum).
4. If the Tenant vacates the unit before the additional compensation credit, as set out in paragraph 3 ii) above, has been fully applied/used, the Landlord shall pay to the Tenant the full remaining balance of the additional compensation credit, by no later than 30 days after the date the Tenant moves out of the unit.
5. The Landlord shall also pay the Tenant \$1,856.36, which represents the topped-up rent deposit and interest owing on the rent deposit held, by no later than the date the Tenant

moves out of the unit, and/or, at any time and as directly by the Tenant, the Landlord may apply this value, or any portion thereof, as a credit to offset the daily rent/compensation the Tenant is required to pay the Landlord for the use of the unit, pursuant to paragraph 2 of this order above, until fully applied/used ($\$1,856.36$ divided by $\$50.26 = 37$ days maximum).

6. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2027, the Tenant will start to owe interest. This will be simple interest calculated annually from July 1, 2027 at the post-judgment interest rate determined under section 27 of the *Courts of Justice Act*.
7. If the Landlord does not pay the Tenant the full amount owing on or before June 30, 2027, the Landlord will start to owe interest. This will be simple interest calculated annually from July 1, 2027 at the post-judgment interest rate determined under section 27 of the *Courts of Justice Act*.
8. The Landlord and the Tenant each have the right, at any time, to collect the full amount owing to them, or any balance outstanding, under this order.
9. If the unit is not vacated on or before June 30, 2027, then starting July 1, 2027, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 July 1, 2027.

April 15, 2026
Date Issued

Janice Campbell
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 January 1, 2028 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.