



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-010141-26

In the matter of: 13 WESTCHESTER CRES
MARKHAM ON L6C2X3

Between: Xiao Yan Wang Landlord

And

Suba Loganathan Tenant

Xiao Yan Wang (the 'Landlord') applied for an order to terminate the tenancy and evict Suba Loganathan and Sanmugarajah Loganathan (the 'Tenants') 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 scheduled to be heard by videoconference on April 16, 2026.

The Landlord's Legal Representative Jaclyn P. Solomon, the Landlord, the Tenant's Legal Representative Curtis Sell and Tenant Suba Loganathan attended the hearing.

The parties before the Landlord and Tenant Board consented to the following Order. I was satisfied that the parties understood the terms and consequences and freely agreed to resolve the application.

The parties also agreed in writing per the Consent Order Draft filed with the Board:

Background

1. The tenancy commenced on September 15, 2016.
2. The Tenants paid a last month rent deposit of \$2,000.00 at the start of the tenancy.
3. The current lawful monthly rent is \$2,375.00.
4. All parties were represented by independent legal counsel.
5. The parties confirm that they have had sufficient time to review and consider this agreement and entered it freely, voluntarily, and without any coercion.

N12 Notice

6. The parties agree that a valid and good faith N12 Notice was served in connection with LTB File No. LTB-L-010141-26.
7. The Tenants agree they have received:
 - A declaration from the Landlord;
 - A declaration from the Landlord's mother; and
 - Cheque No. 091 in the amount of \$2,375.00, representing the statutory one-month's compensation.
 - The N12 indicated a termination date of April 30, 2026.

Rent, Deposit and Adjustments

8. The parties agree that any rent deposit top-up required and any interest owing negate each other, and therefore, no rent deposit top-up is required, and no interest is owed by the landlord to the tenant.
9. The parties agree that the last month's rent deposit will be applied to the period of May 15, 2026, to June 14, 2026.
10. The parties agree that a per diem rent amount will be paid by the Tenant to the Landlord for the period June 15, 2026, to June 30, 2026, calculated based on the lawful monthly rent.
11. Monthly rent = \$2,375.00
Per diem \$2,375.00 divided by 30 days
Number of days (June 15 – June 30, inclusive)
= 16 days = total owing = \$1,266.72.
The per diem rent payable for the period June 15, 2026, to June 30, 2026, which totals \$1,266.72, is to be paid via e-transfer to the landlord, on or before June 15, 2026.

Termination Agreement

12. The parties confirm that all relevant factors, including: health considerations, disabilities, and relocation inconveniences, and current market conditions, have all been reviewed and considered.
13. The parties agree that the tenancy shall terminate on or before June 30, 2026.

Vacant Possession

14. Upon vacating the rental unit, on or before June 30, 2026, the Tenant will:
 - a. Return all keys, fobs, and access devices to the Landlord;
 - b. Remove all personal belonging, garbage and debris at their own expense; and
 - c. Leave the rental unit in a clean, broom-swept condition.
15. The Tenant will ensure that the unit is left free and clear of all belongings and waste, and in good condition, subject only to normal wear and tear.
16. The Landlord will arrange a final walk through of the home, at a mutually convenient time, prior to the final termination.

Enforcement

17. This Order is made on consent and is non-voidable.
18. If the Tenant fails to vacate the rental unit on or before 11:59 p.m. on June 30, 2026, this Order will become enforceable forthwith without further notice to the Tenant, and the Landlord is entitled to file this Order with the Sheriff pursuant to section 85 of the *Residential Tenancies Act, 2006*, and obtain vacant possession of the rental unit. The eviction may be carried out without any further hearing, order, or application to the Board.
19. The parties agree that Sanmugarajah Loganathan has not been a tenant since 2022

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, 2026.
2. If the unit is not vacated on or before June 30, 2026, then starting July 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 July 1, 2026.
4. The Tenant shall pay to the Landlord \$79.17 per day for compensation for the use of the unit starting June 15, 2026, to the date the Tenant moves out of the rental unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before July 15, 2026, the Tenant will start to owe interest at 4.00% annually on the balance outstanding.
6. Sanmugarajah Loganathan is removed from the application.

April 20, 2026
Date Issued

Melinda Jamieson
Hearing 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, 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.