



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-004971-26

In the matter of: D02, 26 BRUCE ST,
WOODBIDGE, ON L4L0H4

Between: Vijay Sharma Landlord

And

Tatyana Lakeysa Hyatt Tenants
Christopher Agyemang Prempeh

Vijay Sharma (the 'Landlord') applied for an order to terminate the tenancy and evict Tatyana Lakeysa Hyatt and Christopher Agyemang Prempeh (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owes (L1 Application); and
- 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 Tenants (L2 Application).

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

This application was scheduled to be heard by videoconference on April 9, 2026. On that date the parties agreed to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer (DRO) Rachael Kukoyi.

The Landlord, Vijay Sharma, and the Tenant Christopher Agyemang Prempeh (representing both Tenants) participated in the mediation.

As a result of the mediation, the parties requested an order on consent and I am satisfied that the parties understand the terms and consequences of their consent, including waiving their right to a hearing on this application.

The Parties Agreed That:

1. As of the hearing date, the Tenants were still in possession of the rental unit.
2. The lawful rent is \$3,120.00. It is due on the 27th day of each month.
3. Based on the Monthly rent, the daily rent/compensation is \$102.58. This amount is calculated as follows: \$3,120.00 x 12, divided by 365 days.
4. The Tenants has paid \$10,000.00 to the Landlord since the application was filed.
5. The Tenants does not owe rent arrears for the period ending April 27, 2026.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord collected a rent deposit of \$2,900.00 from the Tenants and this deposit is still being held by the Landlord.
8. Interest on the rent deposit, in the amount of \$255.04 is owing to the Tenants for the period from August 28, 2022, to April 9, 2026.
9. The rent on deposit and the interest on the last month's deposit in the amount of \$3,120.00 will be applied to the June 28, 2026, to July 27, 2026's rent. The outstanding amount in the balance of \$35.04 from the interest on the deposit will be applied as credit to the April 28, 2026, to May 27, 2026's rent. The Tenants agrees to pay the outstanding balance of 3,084.96 to the Landlord on or before April 28, 2026.
10. The Tenants shall pay the Landlord the rent for the period of May 28, 2026, to June 27, 2026, on or before May 28, 2026.
11. The Tenants shall pay the Landlord the rent for the period of July 28, 2026, to August 1, 2026, in the amount of \$512.90 on or before July 28, 2026.
12. The security deposit in the amount of \$2,900.00 will be applied by the Landlord to the damages to the fridge, inspection fee services for the damage caused to the ventilation system and the damaged railings in the rental unit.
13. The Landlord shall repair the fridge by April 16, 2026.
14. The order is in full and final settlement of all tenancy issues between both parties up to the hearing date.

With respect to L2 application

15. The Tenants owes the sum of \$2,137.56 for utility bills up till the hearing date.

It is ordered on consent that:

L1 Application

1. The tenancy between the Landlord and the Tenants is terminated as of August 1, 2026.
2. If the unit is not vacated on or before August 1, 2026, then starting August 2, 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 August 2, 2026.
4. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application on or before May 21, 2026.
5. The Tenants shall also pay the Landlord compensation of \$102.58 per day for the use of the unit starting August 2, 2026, to the date the Tenants moves out of the unit.
6. If the Tenants do not pay the Landlord the full amount owing with respect to paragraph 4 or 5 of this order, the Tenants will start to owe interest. This will be simple interest calculated from the date of the breach at 4.00% annually on the balance outstanding.

With respect to the L2 application

7. The Tenants shall pay the Landlord the sum of \$2,137.56 owing as the utility bills on or before April 17, 2026.
8. For the duration of the tenancy, the Tenants shall pay any new electricity, and water rental bills in full, on time, and directly to the utility company, PowerStream and Vista Services respectively.
9. If the Tenants fail to comply with the conditions set out in paragraph 7 or 8 of this order, the Landlord may apply under section 78 of the Residential Tenancies Act, 2006 (the 'Act') for an order terminating the tenancy and evicting the Tenants. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenants. This may result in the Board issuing an order that terminates the tenancy before **August 1, 2026**.

April 20, 2026

Date Issued

Rachael Kukoyi

Hearings Officer, Landlord and Tenants 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 February 2, 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.