



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

File Number: LTB-L-007953-26

In the matter of: 115 Elliottglen Dr.
Whitby, ON L1Z0G9

Between: Adnan Ghalyini Landlord

And

Sheron Campbell Tenant

Adnan Ghalyini (the 'Landlord') applied for an order to terminate the tenancy and evict Sheron Campbell (the 'Tenant') because the Tenant did not pay the rent owed (L1 Application).

The Landlord also applied for an order to terminate the tenancy and evict 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.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date. (L2 Application)

This application was heard by videoconference on April 22, 2026.

The Landlord's Representative, Naseer Ahmed, the Landlord and the Tenant attended the hearing.

At the hearing the parties consented to the following terms and conditions. I was satisfied that the parties provided informed consent.

Preliminary Issue:

Amendment to the Application

1. The Landlord made a clerical error in the application, incorrectly listing the name of the Tenant as 'Campbell Sheron' instead of 'Sheron Campbell.' At the hearing, the Landlord requested an amendment to correct this clerical error. The

amendment was granted on consent at the hearing, as this error did not result in any prejudice to the Tenant.

It is agreed that:

L1 Application

2. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$2,200.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: \$2,200.00 x 12, divided by 365 days.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to April 30, 2026, are \$7,800.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,850.00 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 \$319.84 is owing to the Tenant for the period from September 11, 2016, to April 22, 2026.
11. At the hearing, parties agreed to a non-voidable order with an extended termination date of May 31, 2026.

L2 Application

12. As the Landlord did not compensate the Tenant an amount equal to one month's rent and the termination date has passed, the Landlord's Representative sought to withdraw the L2 application.

It is ordered on consent that:

L1 Application

1. The tenancy between the Landlord and the Tenant will terminate on May 31, 2026. **The Tenant must move out of the rental unit on or before May 31, 2026.**
2. 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.
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 June 1, 2026.
4. **If the Tenant vacates on or before May 31, 2026:**
 - a) The Landlord shall waive all arrears for the period ending April 30, 2026.
 - b) The rent deposit and interest the Landlord owes on the rent deposit will be applied to the rent for May 2026, and no additional monies will be owed for this month.
 - c) The Landlord will also waive the \$186.00 application filing fee.
5. **If the Tenant does not vacate on or before May 31, 2026:**
 - a) The Tenant shall pay to the Landlord \$5,207.42. 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.
 - b) The Tenant shall also pay the Landlord compensation of \$72.33 per day for the use of the unit starting April 23, 2026, until the date the Tenant moves out of the unit.
 - c) If the Tenant does not pay the Landlord the full amount owing on or before May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026, at 4.00% annually on the balance outstanding.
6. This consent agreement resolves all issues between the parties as of April 22, 2026.

L2 Application

7. The Landlord's application is withdrawn.

April 28, 2026
Date Issued

Ken Audziss
Member, 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 as the tenancy is terminated

Rent Owing to Hearing Date, April 22, 2026	\$7,191.26
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,850.00
Less the amount of the interest on the last month's rent deposit	- \$319.84
Total amount owing to the Landlord	\$5,207.42
Plus, daily compensation owing for each day of occupation starting April 23, 2026	\$72.33 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	