



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

File Number: LTB-L-004931-26

In the matter of: Main, 96 ZINNIA PLACE
WOODBIDGE ON L4L 6G7

Between: Danila Thiruchelvam Landlord
Vageesan Thurairasa

And

Atilla Acar Tenant
Tamila Kontyukova
Sezai Acar

Danila Thiruchelvam and Vageesan Thurairasa (the 'Landlord') applied for an order to terminate the tenancy and evict Atilla Acar, Tamila Kontyukova and Sezai Acar (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 30, 2026.

The Landlords, Danila Thiruchelvam and Vageesan Thurairasa, the Landlord's Representative, Thirusenthuran Sivapatham and the Tenant, Atilla Acar attended the hearing. The Tenant present confirmed he had the authority to consent on behalf of the Tenants, Tamila Kontyukova and Sezai Acar who were not present at the hearing. The parties agreed to participate in mediation. As a result of the resolution discussion, the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent.

I was satisfied the parties understood the terms and consequences of their consent.

Agreed Facts:

1. The parties agreed the Landlord shall reimburse 40% of the utility bills based upon the Tenants providing copies of the bills to the Landlord.
2. The parties agreed to a non-voidable termination of tenancy for May 31, 2026.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$4,000.00. It is due on the 1st day of each month.

5. Based on the Monthly rent, the daily rent/compensation is \$131.51. This amount is calculated as follows: \$4,000.00 x 12, divided by 365 days.
6. The rent arrears owing to April 30, 2026, are \$12,000.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$4,000.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is to be applied to the lawful monthly rent for May 2026.
9. Interest on the rent deposit, in the amount of \$41.65 is owing to the Tenant for the period from November 1, 2025 to April 30, 2026. The parties agreed to apply this amount to the arrears.
10. The parties agreed the Landlord will apply a \$4,000.00 credit to the arrears.

On consent it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated on 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. The last month's rent deposit is applied to the May 1, 2026, rent, the last month of tenancy.
5. The Tenant shall pay the Landlord, \$8,144.35 for rent arrears up to April 30, 2026, including the filing fee, less the credit and less the interest on the last month's rent deposit.
6. The Tenant shall pay the amount owing in paragraph (5) to the Landlord, on or before May 31, 2026.
7. 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.
8. If the unit is not vacated on or before May 31, 2026, then starting June 1, 2026, the Tenant shall also pay the Landlord compensation of \$131.51 per day for the use of the unit starting June 1, 2026, until the date the Tenant moves out of the unit.
9. This order resolves all issues in the tenancy to date, April 30, 2026.

May 4, 2026
Date Issued

Tanya Speedie
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 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.