



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

File Number: LTB-L-010784-26

In the matter of: 405, 201 LAURIER AVE E
OTTAWA ON K1N6P1

Between: Zach Tam c/o Sleepwell Property Management
Julie Tam c/o Sleepwell Property Management
Landlord

And

Melisa Irmak
Muhammed Genco Usta
Yasemin Ilgin Usta
Tenant

Zach Tam c/o Sleepwell Property Management and Julie Tam c/o Sleepwell Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Melisa Irmak, Muhammed Genco Usta and Yasemin Ilgin Usta (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.

This application was scheduled to be heard by videoconference on April 27, 2026. The Landlord's legal representative, Anne Skelly, the Landlord, the Landlord's agent, Megan Souannhaphanh and the Tenant, Yasemin Ilgin Usta attended the hearing and participated in mediation. Yasemin Ilgin Usta had authorization to consent on behalf of all parties.

Before the start of the hearing, the parties advised that they had reached an agreement. 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 that the parties understood the terms and consequences of their consent.

Agreed Facts:

1. The tenancy between the Landlord and the Tenant shall terminate on June 2, 2026.

2. The lawful monthly rent is \$2,650.00 and it is due on the 1st day of each month.
3. Based on the monthly rent, the daily compensation is \$87.12. This amount is calculated as follows: $\$2,650.00 \times 12$, divided by 365 days.
4. The Landlord collected a rent deposit of \$2,650.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit will be applied to the last month of the tenancy being May 2026.
5. Interest on the rent deposit has been paid to the Tenant on April 20, 2026, for the period from May 25, 2025 to April 30, 2026. The Landlord is therefore owing no interest on the rent deposit to the Tenant.
6. The Landlord agrees to waive daily compensation for the use of the rental unit for June 1, 2026 and June 2, 2026.
7. The parties agree that should the Tenant stay in the rental unit after June 2, 2026, daily compensation will be owed to the Landlord starting June 3, 2026 until the date the Tenant moves out of the rental unit.
8. The parties also agree that the Landlord has compensated the Tenant an amount equal to one month's rent on April 20, 2026.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of June 2, 2026. The Tenant must move out of the rental unit on or before June 2, 2026.
2. If the unit is not vacated on or before June 2, 2026, then starting June 3, 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 3, 2026.
4. The Tenant shall also pay the Landlord compensation of \$87.12 per day for the use of the unit starting June 3, 2026 until the date the Tenant moves out of the unit.

May 5, 2026
Date Issued

Britney Sooknanan
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.