



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-001573-26

In the matter of: 1501, 320 DIXON RD
ETOBICOKE ON M9R1S8

Between: Ahmed Marvia Landlord

And

Ismahan Osman Tenant

Ahmed Marvia (the 'Landlord') applied for an order to terminate the tenancy and evict Ismahan Osman (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has willfully or negligently caused damage to the premises.
- the Tenant has been persistently late in paying the Tenant's rent.

Ahmed Marvia (the 'Landlord') applied for an order to terminate the tenancy and evict Ismahan Osman (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

Ahmed Marvia (the 'Landlord') also applied for an order requiring Ismahan Osman, Ali Adam and Ahmed Hassan (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

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

The Landlord's legal representative Jahne Baboulas and the Tenant attended the hearing.

The parties consented to the following order. I was satisfied that the parties understood the terms and consequences of their consent.

The Parties Agree:

1. The application is amended to remove the named Tenants Ali Adam and Ahmed Hassan.

2. The Landlord collected a rent deposit from the Tenant and this deposit is still being held. The rent deposit collected by the Landlord shall be applied to rent for the month of July 2026.

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 July 31, 2026.
2. If the unit is not vacated on or before July 31, 2026, then starting August 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 August 1, 2026.
4. The Tenant shall pay the lawful monthly rent for the months of May 2026, and June 2026, on or before the 20th day of each month.
5. The Tenant owes arrears of rent up to April 30, 2026, in the amount of \$8,500.00 to be paid as follows:
 - a. The Tenant shall pay to the Landlord \$450.00 on or before May 20, 2026;
 - b. The Tenant shall pay to the Landlord \$450.00 on or before June 20, 2026;
 - c. The Tenant shall pay to the Landlord \$450.00 on or before July 20, 2026;
 - d. The Tenant shall pay the balance of arrears in the amount of \$7,150.00, on or before July 31, 2026.
6. If the Tenant fails to make any one of the payments in accordance with paragraph 4 or 5 of this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenants to the Landlord pursuant to paragraph 5 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after April 30, 2026. A breach by the Tenant may result in termination of the tenancy prior to July 31, 2026.
7. If the Tenant does not pay the Landlord the full amount owing pursuant to paragraph 4 or 5, the Tenant will start to owe interest on any balance outstanding as of July 31, 2026. This will be simple interest calculated from August 1, 2026, at 4.00% annually on the balance outstanding.
8. The Tenant shall pay to the Landlord the application filing fee of \$186.00 on or before May 10, 2026.

9. If the Tenant does not pay the Landlord the amount owing pursuant to paragraph 8 by May 10, 2026, the Tenant will owe interest. This will be simple interest calculated from May 11, 2026, at 4.00% annually on the balance outstanding.
10. The Tenant shall pay to the Landlord \$819.50 for compensation for out of pocket expenses on or before July 31, 2026.
11. If the Tenant does not pay the Landlord the amount owing pursuant to paragraph 10 by July 31, 2026, the Tenant will owe interest. This will be simple interest calculated from August 1, 2026, at 4.00% annually on the balance outstanding.
12. The Tenant shall provide the Landlord with a set of keys to the rental unit on or before May 6, 2026.

May 12, 2026
Date Issued

Kyle McGraw

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.