



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

File Number: LTB-L-005530-26

In the matter of: Unit 2, 134 CELINA ST
OSHAWA ON L1H4N5

Between: Mobeen Mirza Landlord

And

Andrea Sinclair Tenant
Ezra Sinclair
Ezekiel Oliver Sinclair
Oliver Sinclair
Pamela Sinclair

When the capitalized word “Tenant” is used in this order, it refers to all persons identified as a Tenant in this decision’s title of proceedings.

Mobeen Mirza (the 'Landlord') applied for an order to terminate the tenancy and evict Andrea Sinclair, Ezra Sinclair, Ezekiel Oliver Sinclair, Oliver Sinclair and Pamela Sinclair (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 (L2 Application)

Mobeen Mirza (the 'Landlord') applied for an order requiring Andrea Sinclair, Ezra Sinclair, Ezekiel Oliver Sinclair, Oliver Sinclair and Pamela Sinclair (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 (L2 Application).

Mobeen Mirza (the 'Landlord') applied for an order to terminate the tenancy and evict Andrea Sinclair, Ezra Sinclair, Ezekiel Oliver Sinclair, Oliver Sinclair and Pamela Sinclair (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (L1 Application).

The application was scheduled to be heard by video conference on May 11, 2026. The Landlord attended and was represented by Kimberley Teel. The Tenants Andrea Sinclair, Ezekiel Oliver Sinclair, and Tenant Support Person Alyssa McNeil were also present. Prior to the hearing, the parties elected to participate in LTB facilitated mediation with the assistance of Helen Giannini, a Dispute Resolution Officer and Hearing Officer, with the Landlord and Tenant Board. 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.

The Parties agreed:

- a. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day the application was filed (L1 Application).
- b. The Landlord gave the Tenant N5 Notices of Termination.
- c. The Tenant was in possession of the rental unit on the date the applications were filed.
- d. As of the hearing date, there were no rent arrears, so the L1 Application was discontinued, and no further action will be taken regarding that Application.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below:
 - The Tenant shall only park in their assigned parking space, which is the gravel area beside the garage.
 - The Tenant shall not smoke in or on the property of the rental/ residential complex.
 - The Tenant shall refrain from making harassing, frivolous, or vexatious complaints to external authorities including, but not limited to bylaw enforcement and the Fire Marshal.
 - The Tenant shall not harass or interfere with the Landlord, Landlord Agent, contractor or any other person lawfully attending or associated with the rental/ residential complex.
 - Any wilful, negligent damage shall be repaired at the Tenant's expense.
 - The Tenant shall repair the lockbox housing for the security system and provide proof of completion to the Landlord by the end of May 2026.
 - The Landlord shall arrange for the lockbox to be unlocked for the repairs.
2. If the Tenant fails to comply with the conditions set out in paragraph 1 of this order, for a period of 12 months from the date of the mediation, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. 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 Tenant.

May 22, 2026
Date Issued

Helen Giannini
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.