Order under Section 69
Residential Tenancies Act, 2006

File Number: LTB-L-013353-26

In the matter of: 505, 659 NORTHCLIFFE BLVD
YORK ON M6E5B3

Between: Toronto Community Housing Corporation — Landlord

And

Robby Mohammed — Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Robby Mohammed (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 and because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises.

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

The Landlord also applied for an order requiring 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.

The application was scheduled to be heard by video conference on January 3, 2026.

Before the start of the hearing the Landlord’s legal representative Travis King, the Tenant Robby Mohammed, the Tenant’s case worker Michael Kerrigan and the Tenant’s lawyer Melissa Keogh engaged in private settlement discussions and advised that the parties had reached an agreement. The parties requested that Dispute Resolution Officer (DRO) Diego Fernandez-Stoll provide assistance in finalizing the terms and issue an order on consent to resolve all matters raised in the application. Upon reviewing the terms of the consent with the parties, I was satisfied that the parties understood the terms and consequences of their consent.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant continues if, for the period of May 19, 2026 through to and including May 18, 2028, the Tenant meets the conditions set out below.

2. The Tenant shall keep the rental unit in a good and reasonable condition free from water damage.
3. The Tenant, occupants, and/or guests shall not leave water faucets running, unattended and/or negligently cause flooding into other rental units or common areas of the residential complex.
4. The Tenant, occupants, and/or guests shall not prevent entry to the rental unit when provided with proper 24-hour notice or in the event of an emergency.
5. The Tenant shall pay to the Landlord $7,817.02 for damages to the rental unit in accordance with the following schedule.
   a) Starting on June 1, 2026, and continuing on the first business day of each month thereafter for a total of 156 months, the Tenant will make equal monthly payments each in the amount of $50.00.
   b) The Tenant will make a final payment in the amount of $17.02 on June 1, 2039.
6. If the Tenant fails to comply with paragraphs 2, 3, 4 or 5 of this order, the Landlord may apply under section 78 of the Residential Tenancies Act, 2006, without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant. The Landlord must make this application no later than 30 days after the Tenant's breach. As part of the application, the Landlord can also request an order for the damages, and the cost of filing the application.
7. The Tenant shall also pay to the Landlord $186.00 for the cost of filing the application.
8. If the Tenant does not pay the Landlord the full amount owing on or before June 1, 2027, the Tenant will start to owe interest. This will be simple interest calculated from June 2, 2027 at 4.00% annually on the balance outstanding.

May 26, 2026
Date Issued

Diego Fernandez-Stoll
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.