



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-010679-26
LTB-T-068613-25

In the matter of: 1501, 2885 BAYVIEW AVE
NORTH YORK ON M2K0A3

Between: Thushyanthy Thirunavukkarasu Landlord
Ravi THIRUN

And

SASAN VAZIRNEZAMI Tenant

Thushyanthy Thirunavukkarasu and Ravi THIRUN (the 'Landlord') applied for an order to terminate the tenancy and evict SASAN VAZIRNEZAMI (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

This application was scheduled to be heard by videoconference on May 27, 2026. As a result of this order, the hearing has been cancelled. Prior to the hearing, the parties elected to participate in LTB facilitated mediation with the assistance of a Dispute Resolution Officer.

The Landlord's Representative Guiseppe Rizzuto, the Landlord Ravi Thirun, the Tenant's Representative Mohsen Azimi and the Tenant were present.

When the capitalized word "Landlord" is used in this Order, it refers to all persons or companies identified as a Landlord at the top of the Order. When the capitalized word "Tenant" is used in this Order, it refers to all persons identified as Tenant at the top of the Order.

During mediation, the parties asked to bring forward the Tenant's T2 Application bearing file number LTB-T-068613-25, and resolve both matters together.

The parties agreed that:

1. This order is a global settlement of the issues contained within this application, and the Tenant's T2 bearing file number LTB-T-068613-25.
2. The Landlord will pay the Tenant \$7,970.05 in a cash-for-keys agreement.
3. The Landlord will waive the lawful rent charges which become due and payable on June 17, 2026, and July 17, 2026, in satisfaction of this agreement.

4. The Landlord collected a rent deposit from the Tenant in the amount of \$1,970.05. This amount is still being held and will be applied to the last rental period of the tenancy.
5. If the Tenant vacates the rental unit before September 16, 2026, the Landlord will provide the first installment of the cash-for-keys payment upon receiving vacant possession of the rental unit from the Tenant.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before September 16, 2026.
2. The Landlord shall pay the Tenant \$7,970.05 in a cash-for-keys agreement.
3. The Landlord shall pay the Tenant the amount set out in paragraph 2 of this order in accordance with the following schedule:
 - \$3,000.00 on or before September 16, 2026; and,
 - \$4,970.05 on or before September 16, 2027.
4. If the Tenant vacates the rental unit on or after August 17, 2026, the Tenant shall forfeit \$1,970.05 from the second installment of the cash-for-keys payment from the Landlord.
5. If the Landlord fails to make any of the payments in accordance with paragraph 3 of this order, and by the dates required, the balance owing under paragraph 2 of this order shall become payable on the day following the date of default and shall bear simple interest. This will be simple interest calculated from the day following the default, in accordance with the *Courts of Justice Act* on the balance outstanding.
6. If the unit is not vacated on or before September 16, 2026, then starting September 17, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 September 17, 2026.

May 29, 2026
Date Issued

Adam Rogers
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 of the Tenant expires on March 17, 2027, 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.