



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

File Number: LTB-L-079586-25-RV

In the matter of: 103, 2555 Thomas St
Mississauga ON L5M5P6

Between: Changqing Lu Landlord
Laiping Jing

And

Suha Al Otti (a.k.a. Suha Alotti) Tenant
Deya Alkadi

Changqing Lu and Laiping Jing (the 'Landlord') applied for an order to terminate the tenancy and evict Suha Al Otti (a.k.a. Suha Alotti) and Deya Alkadi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-079586-25 issued on December 10, 2025. The Tenant did not attend the hearing. The Board terminated the tenancy and ordered the Tenant to pay rent arrears.

On December 15, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On February 2, 2026, interim order LTB-L-079586-25-RV-IN was issued, staying the order issued on December 15, 2025.

The review request was heard by video conference on February 24, 2026. Interim order LTB-L-079586-25-RV-IN2 issued on March 11, 2026, granted the review request and directed that the application be heard *de novo*.

The *de novo* hearing was held on April 22, 2026.

The Landlord Laiping Jing, the Landlord's Agent Zhaoqian Liu, and the Tenant Suha Al Otti attended the hearing. Bassam Thaher interpreted for the Tenant.

Determinations:

1. In interim order LTB-L-079586-25-RV-IN2 issued on March 11, 2026, the Member determined that the parties negotiated an agreement to terminate the tenancy, which included a waiver of the arrears and withdrawal of the application. This prevented the Tenant from reasonably participating in the initial proceedings, as she did not attend believing that the application would be withdrawn.
2. At the *de novo* hearing, the parties presented the same evidence and submissions that were referenced in the interim order. The Tenant argued that the parties reached an agreement, and the Landlord argued that there was no agreement.
3. For the following reasons, I agree with the determinations made in interim order LTB-L-079586-25-RV-IN2.
4. An agreement requires an offer and an acceptance. In this case, the Landlord offered to waive the arrears for August and September 2025 and withdraw the L1 application if the Tenant vacated the rental unit on November 20, 2025. This offer was a written "Agreement to Vacate" signed by the Landlord and sent to the Tenant on October 3, 2025. The Tenant did not sign this document; however, she vacated the rental unit on November 20, 2025.
5. Courts have held that precursors to agreements may be treated as binding if the parties conduct themselves in a manner that demonstrates an intention to be legally bound by the terms. Despite the lack of the Tenant's signature on the document, I am satisfied that there was a binding agreement as the Landlord made an offer and the Tenant accepted it by complying with the terms as outlined.
6. It would be an abuse of process to grant the application when the parties agreed that it would be withdrawn, and the Tenant complied with her side of the agreement. Therefore, the application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

May 29, 2026
Date Issued

Kate Sinipostolova
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.