



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

**File Number:** LTB-L-023553-26

**In the matter of:** 1032 MERCER ST  
WINDSOR ON N9A1N9

**Between:** Jeet Diltaj Hasowa Landlord

**And**

JUSTIN HYDAR EL-AHMAD Tenant  
SARINA MICHELLE MIRANDA

Jeet Diltaj Hasowa (the 'Landlord') applied for an order to terminate the tenancy and evict JUSTIN HYDAR EL-AHMAD and SARINA MICHELLE MIRANDA (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was scheduled to be heard by videoconference on May 25, 2026. The Landlord and the Tenant attended the hearing.

As a result of the mediation, 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.

**Agreed Facts:**

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,800.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$59.18. This amount is calculated as follows: \$1,800.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to May 31, 2026 are \$10,800.00.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,800.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$101.94 is owing to the Tenant for the period from February 1, 2024 to May 25, 2026.
10. The Landlord agrees to waive the lawful monthly rent for March 2026, April 2026 and May 2026 in the amount \$5,400.00.
11. Parties agreed to a final, non-voidable eviction order based on the parties' agreement to terminate the tenancy on June 15, 2026. Therefore, the Tenant does not have the option to void the order by paying the arrears and costs.
12. The parties agree that a portion of the rent deposit will be applied to the daily use of the unit for 15 days in June 2026 from June 1, 2026 to June 15, 2026 and the remainder of the rent deposit for the period of June 16, 2026 to June 30, 2026 will be returned to the Tenant.
13. The parties agree that the Tenant will pay to the Landlord the amount set out in paragraph 5 below in accordance with a post-termination date payment plan set out in paragraph 5a of the Order below.
14. The parties also agree that if the Tenant fails to vacate the rental unit on June 15, 2026, the waived sum referred to in paragraph 10 above will be added to any balance outstanding on June 16, 2026 and will become immediately due and owing to the Landlord on June 16, 2026.
15. The parties agree that all payments will be sent to the Landlord by e-transfer to the email address [j\\_diltaj13@hotmail.com](mailto:j_diltaj13@hotmail.com).

**On consent of the parties, it is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated and the Tenant must move out of the rental unit on or before June 15, 2026.
2. The Tenant owes to the Landlord \$9,971.76. This amount includes rent arrears owing up to May 31, 2026 and the cost of filing the application. The rent deposit for 15 days daily compensation in June 2026 and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the unit is not vacated on or before June 15, 2026, then starting June 16, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

4. 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 June 16, 2026.
5. If the Tenant vacates the rental unit on or before June 15, 2026, the Landlord agrees to waive arrears owing for March 2026, April 2026 and May 2026 in the amount \$5,400.00, and thus the Tenant shall pay to the Landlord \$4,572.76 in accordance with the following schedule:
  - a. Payments of \$457.28 on or before the 22<sup>nd</sup> day of each month starting June 22, 2026 to March 22, 2027.
6. If the Tenant fails to vacate the unit on or before June 15, 2026, the full amount owing under paragraph 2 of this order shall become immediately due and owing and the Tenant will start to owe interest from the day following the breach. This will be simple interest calculated at 4.00% annually on the balance outstanding.
7. If the Tenant fails to make any payment required by paragraph 5a of this order, the full amount owing under paragraph 5 of this order shall become immediately due and owing and the Tenant will start to owe interest from the day following the breach. This will be simple interest calculated at 4.00% annually on the balance outstanding.
8. The Tenant shall also pay to the Landlord compensation of \$59.18 per day for the use of the unit starting June 16, 2026 until the date the Tenant moves out of the unit.

**June 2, 2026**  
**Date Issued**

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Britney Sooknanan  
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 expires on December 16, 2026 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.

**Schedule 1**  
**SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay upon termination of the tenancy**

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing To May 31, 2026                                                                                          | \$10,800.00          |
| Application Filing Fee                                                                                              | \$186.00             |
| <b>Less</b> the amount of the last month's rent deposit                                                             | - \$1,800.00         |
| <b>Less</b> the amount of the interest on the last month's rent deposit                                             | - \$101.94           |
| <b>Plus</b> daily compensation for 15 days in June 2026                                                             | \$887.70             |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$9,971.76</b>    |
| <b>Plus</b> daily compensation owing for each day of occupation starting June 16, 2026                              | \$59.18<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |