



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-089898-25

In the matter of: Basement, 362 Morrish Rd
Scarborough ON M1C1G1

Between: Cyril Scoon Tenant

And

Hassan Mokhtari Landlord

Cyril Scoon (the 'Tenant') applied for an order determining that Hassan Mokhtari (the 'Landlord'):

- entered the rental unit illegally.
- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was heard by videoconference on June 9, 2026.

The Landlord, the Landlord's legal representative, Amir Akhtar, the Tenant and the Tenant's legal representative, Robert Lepore, attended the hearing.

After much deliberation, at the hearing, the parties requested the following order on consent. I am satisfied that the parties understood the consequences of their joint submissions.

The parties agree that:

1. The application is amended to remove Maroof Mohammed as a Landlord.
2. The tenancy between the Landlord and Tenant will be terminated on or by June 17, 2026. The Tenant must move out of the rental unit by this date.
3. In consideration of the Tenant agreeing to terminate the tenancy, and for all issues relating to the Tenant's application, the Landlord shall pay to the Tenant \$50,000.00 as follows:
 1. \$10,000.00 on or by June 10, 2026 by e-transfer to the Tenant's legal representative. This payment resolves all issues relating to the Tenant's application and the tenancy as of the hearing date. The email address for this purpose is: robert@leporelaw.ca

2. \$40,000.00 on or by June 16, 2026 by way of certified funds (bank draft) to the office of the Tenant's legal representative in consideration of the Tenant returning vacant possession of the rental unit for June 17, 2026. The bank draft is to be made payable to Robert Lapore Barrister and Solicitor in Trust.
4. The parties further agree that the Landlord will pay to the Tenant an additional \$3,500.00 for legal fee costs incurred by the Tenant on or by June 16, 2026 by certified funds (bank draft) delivered to the office of the Tenant's legal representative and also pending vacant possession of the rental unit.
5. For greater clarity, the \$43,500.00 will be held in escrow by the Tenant's legal representative pending vacant possession of the rental unit and the return of the keys by June 17, 2026 and confirmation of the same to the Landlord's legal representative on or by June 17, 2026 by email communication.
6. If vacant possession of the unit is not given on or by June 17, 2026 then the Tenant's legal representative's funds being held in escrow on behalf of the Tenant will be returned in the amount of \$43,500 to the Landlord.

On consent, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of June 17, 2026.
2. If the unit is not vacated on or before June 17, 2026, then starting June 18, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 18, 2026.
4. The Landlord shall pay to the Tenant \$10,000.00 in compensation in full satisfaction of all issues relating to the Tenant's application and the tenancy as of the hearing date. This payment shall be made on or by June 10, 2026.
5. If vacant possession of the rental unit is given to the Landlord on or by June 17, 2026, the Landlord shall pay to the Tenant an additional \$40,000.00 on or by June 17, 2026.
6. If vacant possession of the rental unit is not given to the Landlord on or by June 17, 2026, then the Tenant shall return the funds of \$40,000.00 to the Landlord.

June 11, 2026
Date Issued

Terri van Huisstede
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on December 18, 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.