



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-011857-26

In the matter of: Room G, 121 Columbia
Waterloo ON N2L3L1

Between: Edan Mohammed Landlord

And

Richard Maryo Tenant

Edan Mohammed (the 'Landlord') applied for an order to terminate the tenancy and evict Richard Maryo (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;
- 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

Edan Mohammed (the 'Landlord') also applied for an order requiring Richard Maryo (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.

This application was heard by videoconference on May 25, 2026.

Only the Landlord attended the hearing.

As of 11:50 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. The Landlord attended the hearing and advised the parties had come to an agreement to resolve the application that was set out in an email exchange dated May 25, 2026.

Therefore, I am satisfied to consider some of the terms of the consent between the parties that pertain to the application before me.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The parties signed a N11 agreement to end the tenancy on December 24, 2025, with a termination date of August 27, 2026, and agreed to additional terms which is confirmed through an email exchange on May 25, 2026. Within the consent that pertains to this application it outlines the following:
 - a) The Tenant consents to pay the Landlord \$930.00 for the laundry tub damages;
 - b) Smoking is prohibited in the building; and
 - c) Disturbances, similar to the ones that occurred on December 14, 2025 and December 15, 2026 will stop immediately.
4. The disturbances as noted in the N5 application on the above noted dates include the Tenant being loud, causing disturbances to students, using threatening words like "kill", and banging on the floor.
5. Unfortunately, the Tenant was not in attendance at this time and so I was unable to verify his understanding of the terms of the consent at that time, and I am unable to issue this as a consent order. However, the terms in the email exchange are a consideration pursuant to s. 83 of the Residential Tenancies Act, 2006 (the "Act") and proceeding in the usual course could have resulted in an order that provided conditional relief from eviction.
6. I have considered all of the disclosed circumstances in accordance with subsection 83 of the Act and find that it would not be unfair to grant relief from eviction subject to the condition(s) set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. These conditions reflect what the Landlord represented both parties consented to outside of the hearing room and are of benefit to both parties, and in addition the consent was uploaded to consider and both parties in the email confirmed the terms, which include termination of the tenancy on August 27, 2026.

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 August 27, 2026.
2. If the unit is not vacated on or before August 27, 2026, then starting August 28, 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 Sheriff is directed to give vacant possession of the unit to the Landlord on or after August 28, 2026.
4. The Tenant shall pay to the Landlord \$930.00, which represents the reasonable costs of repairing the damage and replacing the damaged property, which is the laundry room tub.

5. If the Tenant does not pay the Landlord the full amount owing on or before August 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 28, 2026 at 4.00% annually on the balance outstanding.

June 18, 2026
Date Issued

Samantha Greaves
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 of the Tenant expires on February 28, 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.