



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

**File Number:** LTB-L-036721-26

**In the matter of:** MAIN and 2ND FLOOR, 9 CHADWICK DR  
AJAX ON L1S5W6

**Between:** Nishharan Kumarakulasingam Landlord

**And**

Abir Siddiqui Tenant  
Tayaba Siddiqui  
Saad Siddiqui  
Rubaisha Siddiqui  
Absar Siddiqui-Atta

Nishharan Kumarakulasingam (the 'Landlord') applied for an order to terminate the tenancy and evict Abir Siddiqui, Tayaba Siddiqui, Saad Siddiqui, Rubaisha Siddiqui and Absar Siddiqui-Atta (the 'Tenant') because:

- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

This application was to be heard by videoconference on June 15, 2026. The Landlord, Nishharan Kumarakulasingam, the Landlord's agent, Varun Sriskanda, and the Tenants, Abir Siddiqui, Tayaba Siddiqui, Saad Siddiqui, Rubaisha Siddiqui and Absar Siddiqui-Atta attended the hearing. The Tenants did speak with Tenant Duty Counsel before the start of mediation.

The parties elected to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer (DRO) John Russett. The parties agreed to resolve the issues in the Landlord's application and requested the LTB to issue a Consent Order confirming their agreement.

I was satisfied that the parties understood the consequences of the Consent.

**The parties agree that:**

1. The Tenants were in possession of the rental unit on the date the application was filed.
2. The Landlord and child in good faith requires possession of the rental unit for the purpose of their own residential occupation for a period of at least one year.

3. The parties agreed to a non-voidable eviction order with a termination date of July 2, 2026.
4. The Landlord has compensated the Tenants an amount equal to one month's rent by June 30, 2026, by applying it towards the rent for the period of May 1-31, 2026.
5. The Landlord collected a rent deposit of \$2,200.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$274.99 is owing to the Tenants for the period from September 11, 2019, to June 15, 2026.
6. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenants is required to pay by applying it towards rent for the period of June 1-30, 2026, and July 1-2, 2026.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs. The Landlord is waiving those costs.

**It is ordered on consent that:**

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before July 2, 2026.
2. If the unit is not vacated on or before July 2, 2026, then starting July 3, 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 July 3, 2026.

**June 22, 2026**  
**Date Issued**

---

John Russett  
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 January 3, 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.