



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-031353-26 and LTB-L-025679-26

In the matter of: 736 Cedar Creek Drive
Gloucester ON K1T0B1

Between: Khalid Alaqil Landlord

And

Safwan Almawas Tenants
Fatima Alahad
Gaina Almawas
Wassim Almawas
Wissam Almawas
Khloud Almawas

Khalid Alaqil (the 'Landlord') applied for an order to terminate the tenancy and evict Safwan Almawas, Fatima Alahad, Gaina Almawas, Wassim Almawas, Wissam Almawas and Khloud Almawas (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe (L1 application).

Khalid Alaqil (the 'Landlord') also applied for an order to terminate the tenancy and evict Safwan Almawas, Fatima Alahad, Gaina Almawas, Wassim Almawas, Wissam Almawas and Khloud Almawas (the 'Tenants') because the Tenants have been persistently late in paying the Tenants' rent (L2 application).

These applications were mediated by videoconference on June 16, 2026. As a result of the mediation, the L2 hearing scheduled for June 17, 2026 is cancelled.

The Landlord attended with Agent, Ahmed Akeela.

The Tenant, Safwan Almawas, attended on behalf of all Tenants and did not speak with Tenant Duty Counsel prior to the mediation. The Tenants' support person, Khaled Aba-Alkhail, also attended.

The parties elected to participate in LTB-facilitated mediation with the assistance of Angela McLaughlin, a Dispute Resolution Officer and Hearings Officer with the Landlord and Tenant Board.

The parties agree to the following:

1. The parties agree to a final, non-voidable eviction order with an eviction date of August 31, 2026.
2. The lawful monthly rent is \$2,000.00. It is due on the 1st day of each month.
3. The total amount the Tenants owe to the Landlord is \$12,986.00 including arrears of rent (\$12,800.00) and costs (\$186.00) up to June 30, 2026.
4. The Landlord collected a last month's rent deposit of \$1,900.00 on March 1, 2020 and this deposit shall be applied to the rent for August 2026, the last month of the tenancy.
5. The Tenants waive their right to interest on the last month's rent deposit and Landlord waives their right to the L2 application filing fee. These amounts offset one another.
6. On or before July 10, 2026, the Tenants will provide proof of all outstanding utility balances to the Landlord.
7. On or before August 15, 2026, the Tenants shall pay all outstanding utility balances in full.
8. The Tenants will remove all belongings and leave the rental unit in clean, broomswept condition upon vacating the rental unit.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated and the Tenants must move out of the rental unit on or before August 31, 2026.
2. If the unit is not vacated on or before August 31, 2026, then starting September 1, 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 September 1, 2026.
4. The Tenants shall pay the Landlord \$14,986.00 representing:
 - a) \$2,000.00 – rent for July 2026;
 - b) \$12,800.00 – rent arrears to June 30, 2026; and
 - c) \$186.00 – L1 application filing fee.
5. The Tenants shall pay the amount in paragraph 5 as follows:
 - a) \$2,000.00 – rent for July 2026 on or before July 15, 2026;
 - b) \$8,000.00 – arrears on or before July 15, 2026; and
 - c) \$4,986.00 – arrears on or before August 15, 2026.
6. If the Tenants do not pay the Landlord the full amount owing on or before August 15, 2026, the Tenants will start to owe interest. This will be simple interest calculated from August 16, 2026 at 4.00% annually on the balance outstanding.
7. If the Tenants do not vacate the rental unit on or before August 31, 2026, the Tenants shall also pay the Landlord compensation of \$65.75 per day starting September 1, 2026 and continuing until the date the Tenants vacate the rental unit.

Additional conditions

8. If the Tenants fail to make any of the payments under paragraph 5 above in full, the Landlord may collect the entire outstanding balance from the amount set out in paragraph 4 immediately.
9. If the Tenants fail to make any of the payments in accordance with paragraph 5 and by the date required, then:
 - The Landlord may apply under section 78 of the Act for an order terminating the tenancy and evicting the Tenants, and for the payment of any new arrears of rent and NSF charges not already ordered under paragraph 4 of this order. The Landlord must make the application within 30 days of a breach of a condition set out in paragraph 5 of this order. This may result in the Board issuing an order that terminates the tenancy before August 31, 2026.

June 23, 2026
Date Issued

Angela McLaughlin
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 March 1, 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.