



**Order under Section 77(8)
Residential Tenancies Act, 2006**

File Number: LTB-L-032393-26-SA

In the matter of: 9, 530 DRIFTCURRENT DR
MISSISSAUGA ON L4Z4G2

Between: Youwang Chen Landlord

And

Abdirashid Mohamed Tenant
Nasra Ahmed

Youwang Chen (the 'Landlord') applied for an order to terminate the tenancy and evict Abdirashid Mohamed and Nasra Ahmed (the 'Tenant') because the Tenant entered into an agreement to terminate the tenancy.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant in this decision's title of proceedings.

The Landlord's application was resolved by order LTB-L-032393-26, issued on April 17, 2026. This order was issued without a hearing being held. The Tenant applied to set aside the Order.

The application was scheduled to be heard by video conference on June 22, 2026. Vicky Liao was there on behalf of the Landlord and was represented by Qian Zhang. Min Xu was present as an interpreter for Ms. Liao. The Tenant Nasra Ahmed was present, with her representative Asraf Chandt. Prior to the hearing, the parties elected to participate in LTB facilitated mediation with the assistance of Helen Giannini, a Dispute Resolution Officer and Hearing Officer, with the Landlord and Tenant Board. As a result of the resolution discussion, 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.

The Parties agreed:

1. The motion to set aside Order LTB-L-032393-26, issued on April 17, 2026, is granted.
2. Order LTB-L-032393-26, issued on April 17, 2026, is set aside and cannot be enforced.
3. The previous Order LTB-L-032393-26, issued on April 17, 2026, is cancelled and replaced with this Consent Order, LTB-L-032393-26-SA.

4. This order is a non-voidable termination of this tenancy based on the parties' mutual agreement to terminate the tenancy by June 30, 2026.
5. The lawful rent is \$2,500.00. The rent is due on the 15th day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 x 12, divided by 365 days.
7. The Tenant agreed to provide the Landlord with vacant possession of the rental unit by 5:00 PM on June 30, 2026.
8. The Tenant will ensure that the rental unit is left in a good condition with a reasonable state of cleanliness.
9. The Landlord acknowledges that they are aware of the following damage, and will not take further action regarding these items:
 - Damaged ceiling in the formal dining room;
 - Nonfunctioning dishwasher;
 - Damaged, rusted bathtub in the main washroom;
 - Damaged garage door, that does not fully close and has rust
10. If there is other damage in the rental unit, this Consent Order does not prohibit the Landlord from filing an L10 Application.
11. The Tenant will ensure that they pay for all utilities and any other accounts for which the Tenants are responsible up to the termination day.
12. The Tenant will return all keys and other means of access to the rental unit to the Landlord.
13. The Landlord will honour the compensation provisions set out in the N11 Application and the related supplementary compensation agreement.
14. Under the supplementary compensation agreement, there is a balance of \$7,500.00 and moving costs of \$2,000.00.
15. The parties acknowledged that as of June 30, 2026, there are rent arrears in the amount of \$6,315.04.
16. The Landlord acknowledges that they are holding \$2,200.00 as a rent deposit.
17. When the compensation balance is reduced by the rent arrears and deposit, there is a compensation balance remaining in the amount of \$5,384.96.
18. As a good will gesture, the Landlord will pay the Tenant \$5,500.00 as a global settlement. This payment is made without any admission of wrongdoing by the Landlord.
19. The \$5,500.00 payment will be made from the Landlord to the Tenant upon receipt of the keys to the rental unit.

20. On June 30, 2026, the Landlord's spouse Zi Wei Shi will attend the location of the rental property for collection of the keys, with Helen Ho. Mr. Shi will remain in the vehicle and Ms. Ho will meet with the Tenant to collect the keys and provide them with the payment draft. Mr. Shi will remain in the vehicle until the Tenant leaves the rental property.
21. The Tenant acknowledges that the payment of \$5,500.00 settles all tenant losses, related the tenancy and issues raised in the application.
22. Upon receipt of payment, the Tenant shall release and discharge the Landlord from any and all claims, demands actions, causes of action, damages, losses or liability arising from or related to the tenancy whether known or unknown.

It is ordered on consent that:

1. The motion to set aside Order LTB-L-032393-26, issued on April 17, 2026, is granted.
2. Order LTB-L-032393-26, issued on April 17, 2026, is set aside and cannot be enforced. The Order is replaced with this Consent Order LTB-L-032393-26-SA.
3. The tenancy between the Landlord and the Tenant is terminated. The Tenant must vacate the unit no later than 5:00 PM on June 30, 2026.
4. The Landlord shall make a payment to the Tenant in the amount of \$5,500.00 upon receipt of keys for the rental unit.
5. The Tenant acknowledges that upon receipt of the compensation payment of \$5,500.00, all tenant matters raised in the application and all matters arising from the Tenancy are resolved.
6. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. The Tenant shall also pay the Landlord compensation of \$82.19 per day for the use of the unit starting July 1, 2026, until the date the Tenant moves out of the unit.
8. 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 1, 2026.
9. If the Landlord does not pay the Landlord the full compensation amount due on June 30, 2026, when the Tenant returns the keys, the Landlord will start to owe interest. This will be simple interest at 4.00% annually on the balance outstanding.
10. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

June 30, 2026
Date Issued

Helen Giannini
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.