



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-024403-26

In the matter of: ROOM 6 (BASEMENT), 469 PARIS ST
SUDBURY ON P3E3B1

Between: Jimsingh Ramsahye Landlord

And

Eakamjot Singh Deo Tenant

Jimsingh Ramsahye (the 'Landlord') applied for an order to terminate the tenancy and evict Eakamjot Singh Deo (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The application was heard by videoconference on June 23, 2026. The Landlord's legal representative Maria Sturino, the Landlord, and the Tenant attended the hearing. The Tenant spoke with Tenant Duty Counsel prior to engaging in mediation.

At the hearing, the parties engaged in mediation. 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, and specifically that the tenancy would terminate.

Agreed Facts:

1. There may be issues with the validity of the Landlord's N5 Notice that could affect the outcome at a merits hearing, but all parties are aware of this and still wish to move forward with this Order on Consent and forgo the merits hearing.
2. The parties agreed to terminate the tenancy on August 4, 2026.

3. The Landlord collected a rent deposit of \$800.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$17.21 is owing to the Tenant for the period from June 15, 2025 to June 23, 2026.
4. The parties agree the last month's rent deposit will be applied to the rental period beginning July 5, 2026 because it is in the last month of the tenancy.
5. The Landlord collected a key deposit of \$250.00 from the Tenant and this deposit is still being held by the Landlord.
6. The Landlord agrees to compensate the Tenant in the amount of \$3,200.00 in exchange for receiving all keys and vacant possession of the rental unit on or before August 4, 2026.
7. The parties agree that if the Landlord fails to pay the Tenant \$3,467.21 by the deadlines outlined in paragraph 2 below, then the eviction order will be null and void.

On consent of the parties, it is ordered that:

1. If the Landlord makes the payments as noted in paragraph 2 of this order, the tenancy between the Landlord and the Tenant will be terminated. The Tenant must move out of the rental unit on or before August 4, 2026.
2. The Landlord shall pay the Tenant \$3,467.21 in accordance with the following schedule:
 - Payment of \$2,000.00 on or before June 25, 2026 (representing compensation); and
 - Payment of \$1,467.21 on or before August 4, 2026 (representing \$1,200.00 in compensation, \$250.00 for the key deposit, and \$17.18 in interest on the last month's rent deposit).
3. **If the Landlord fails to make the payments in accordance with the payment schedule noted in paragraph 2, then the Tenant is not required to vacate the rental unit, and paragraphs 6 and 7 shall be null and void. The Tenancy will continue, and the Landlord may not file this order at the Court Enforcement Office (Sheriff) to enforce the termination of the tenancy.**
4. If all keys and vacant possession of the unit are not given to the Landlord on or before August 4, 2026, then compensation pursuant to paragraph 2 above will not be owing or payable to the Tenant. The Tenant will still be required to vacate the rental unit pursuant to this order.
5. If the Tenant fails to return the keys and voluntarily vacate the rental unit on or before August 4, 2026, any compensation payments made to the Tenant by the Landlord will be forfeited and shall be returned in full to the Landlord on or before August 11, 2026. If the Tenant does not return the compensation on or before August 11, 2026 they will start to owe interest. This will be simple interest calculated from August 12, 2026 at 4.00% annually on the balance outstanding.

6. If the unit is not vacated on or before August 4, 2026, then starting August 5, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 August 5, 2026.

June 30, 2026
Date Issued

Sandra Sabourin
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 February 5, 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.