



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

**Citation:** Mohammad Basha v Christina D Lee, 2023 ONLTB 37819

**Date:** 2023-05-23

**File Number:** LTB-L-069482-22

**In the matter of:** 602, 285 ENFIELD PL  
MISSISSAUGA ON L5B3Y6

**Between:** Mohammad Basha Landlord

**And**

Christina D Lee Tenant

Mohammad Basha (the 'Landlord') applied for an order to terminate the tenancy and evict Christina D Lee (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was mediated by videoconference on May 8, 2023. The Landlord attended. The Tenant attended, after speaking with Duty Counsel. The parties reached a settlement and requested a consent order. I was satisfied the parties made informed decisions, understanding the terms and consequences.

General Information:

The parties confirmed the current monthly rent is \$2,357.00 (Per Diem: \$77.49). The Tenant owes rent arrears of \$10,307.00 for the period ending May 31, 2023 plus the Landlord's costs of \$186.00, totalling \$10,493.00. There is no Last Month's Rent deposit.

The parties agreed to terminate the tenancy effective July 31, 2023. The Tenant agrees, on or before July 31, 2023, to: (1) voluntarily move out (2) take all her personal belongings, including her own garbage (3) leave the unit in a reasonable condition and (4) return the unit keys to the Landlord.

The Tenant understands she will be ordered to pay the Landlord \$10,493.00 by July 31, 2023 which is comprised of arrears to May 31, 2023 (\$10,307.00) plus the costs (\$186.00). Interest provisions will commence August 1, 2023. She can reach out to the Landlord to make payment arrangements.

The Tenant agrees, pursuant to section 78 of the Act, to pay the June 2023 rent (\$2,357.00) on or before June 1, 2023 (e-transfer). If the payment is not paid, the Tenant understands she may be required to move out sooner than July 31, 2023.

The Last Month's Rent deposit will be applied to the July 2023 rent.

**On consent of the parties, it is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated, effective July 31, 2023. The Tenant must move out of the rental unit on or before July 31, 2023.
2. If the unit is not vacated on or before July 31, 2023, then starting August 1, 2023, 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 August 1, 2023.
4. The Tenant shall pay to the Landlords \$77.49 per day for compensation for the use of the unit starting August 1, 2023 to the date the Tenant moves out of the unit.
5. The Tenant shall pay the Landlord \$2,357.00 by June 1, 2023 which represents the June 2023 rent.

If the Tenant fails to make the payment (\$2,357.00) in accordance with this paragraph, the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy (earlier than July 31, 2023) and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that are not included in this order.

6. The Tenant shall also pay the Landlord \$10,493.00 by July 1, 2023 which is comprised of rent arrears to May 31, 2023 (\$10,307) plus the costs (\$186.00).

If the Tenant does not pay the Landlord the full amount owing, commencing August 1, 2023, the Landlord may charge interest on any balance owing at the post-judgement rate of 6.0% annually commencing August 1, 2023.

**May 23, 2023**  
**Date Issued**



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**Shawn Hayman**  
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.