



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

**Citation:** Huq v Allan, 2023 ONLTB 32020

**Date:** 2023-04-26

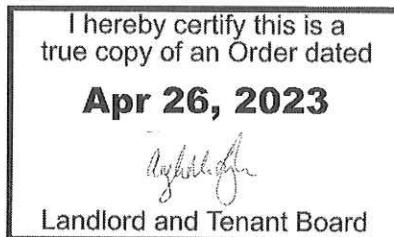
**File Number:** LTB-L-024566-22

**In the matter of:** 1644 CANADORE CRES  
OSHAWA ON L1G8A6

**Between:** Abdul Abdullah  
Aditi Huq

**And**

Tammy Doreen Allan



Landlords

Tenant

Abdul Abdullah and Aditi Huq (the 'Landlords') applied for an order to terminate the tenancy and evict Tammy Doreen Allan (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (L1 application).

Abdul Abdullah and Aditi Huq (the 'Landlords') also applied for an order to terminate the tenancy and evict Tammy Doreen Allan (the 'Tenant') because the Tenant has been persistently late in paying the Tenant's rent (L2 application).

This application was scheduled to be heard by videoconference on April 4, 2023.

The Landlords attended with Legal Representative, Tigran Sandukhchyan.

The Tenant was self-represented and spoke with Tenant Duty Counsel prior to the mediation.

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.

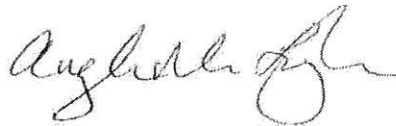
**The parties agree to the following:**

1. A final, non-voidable termination of this tenancy based on their agreement to terminate the tenancy as of June 4, 2023. The application is amended to include an L3 application for termination of the tenancy. As a consequence, the Tenant does not have the option to void the eviction order under subsections 74(4) and 74(11) of the *Residential Tenancies Act, 2006* (the 'Act') by paying the outstanding rent arrears.
2. The monthly rent is \$2,100.00.
3. The total amount the Tenant owes to the Landlords is \$27,486.00 including arrears of rent (\$27,300.00) and costs (\$186.00) up to April 30, 2023.

4. The Landlords collected a rent deposit from the Tenant and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy when the tenancy is terminated.
5. The Tenant will endeavor to set up a payment plan with the Landlords once the tenancy has terminated.

**It is ordered that:**

1. The tenancy between the Landlords and the Tenant is terminated and the Tenant must move out of the rental unit on or before June 4, 2023.
2. If the unit is not vacated on or before June 4, 2023, then starting June 5, 2023, the Landlords 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 Landlords on or after June 5, 2023.
4. Last month's rent deposit shall be applied to the month of May 2023.
5. The Landlords shall waive rent for the period June 1, 2023 to June 4, 2023.
6. The Tenant shall pay the Landlords the total amount owing of \$27,486.00. This amount represents the arrears of rent (\$27,300.00) plus the application filing fee (\$186.00) up to April 30, 2023.
7. The Tenant shall also pay the Landlords compensation of \$69.04 per day for use of the unit starting June 5, 2023 until the date the Tenant moves out of the unit.
8. If the Tenant does not pay the Landlords the full amount owing on or before June 4, 2023, the Tenant will start to owe interest. This will be simple interest calculated from June 5, 2023 at 6.00% annually on the balance outstanding.



**April 26, 2023**  
**Date Issued**

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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.