



Sep 11, 2024

**Order under Section 69 / 88.2 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-007416-24

In the matter of: 1090 GEORGETON PVT
Orleans ON K1K2W7

Between: Mustafa Ahmad Jalali
Shehnaaz Merali Landlords

And

Claudia Niyimbona Tenant

Mustafa Ahmad Jalali and Shehnaaz Merali (the 'Landlords') applied for an order to terminate the tenancy and evict Claudia Niyimbona and Abubakarr Manoh Sesay (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises.

The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

The Landlords also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement and costs the Landlords have incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

This application was heard by videoconference on August 22, 2024.

The Landlord, Mustafa Ahmad Jalali and the Landlord's Legal Representative, Peter Balatidis and the Tenant, Claudia Niyimbona attended the hearing.

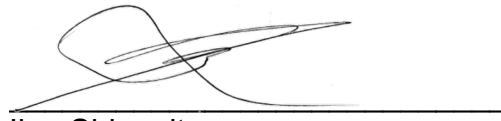
At the hearing, the parties consented to the following order.

It is ordered on consent that:

1. The Landlord has withdrawn the portion of their application relating to the claim based on unpaid utilities.
2. The Parties have agreed to remove the Tenant named as Abubakarr Manoh Sesay as a Party to this application.

3. The Tenant shall pay the Landlord \$1,611.25 in satisfaction of the Landlord's application relating to damage to the residential premise. This payment shall be made as follows:
 - (a) The Tenant shall pay the Landlord \$100.00 on or before the 15th day of each month commencing October 15, 2024 through to December 15, 2025.
 - (b) The Tenant shall pay the Landlord \$111.25 as the final payment on or before January 15, 2026.
4. If the Tenant fails to pay the Landlord the full amount owing as per the terms of paragraph 3 of this order, the full amount outstanding shall become due and owing, and Tenant will start to owe interest. This will be simple interest calculated from the date of the breach, at 7.00% annually on the balance outstanding.

September 11, 2024
Date Issued



Ilan Shingait
Member, 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.