



I hereby certify this is a true copy of an Order dated

May 11, 2023

Landlord and Tenant Board

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

Citation: Kim Do v Nabeela Zafar, 2023 ONLTB 36886

Date: 2023-05-11

File Number: LTB-L-072758-22

In the matter of: 2516, 55 HARBOUR SQ
TORONTO ON M5J2L1

Between: Kim Do

Landlord

And

Nabeela Zafar
Rehan Chaudhry

Tenants

Kim Do (the 'Landlord') applied for an order to terminate the tenancy and evict Nabeela Zafar and Rehan Chaudhry (the 'Tenants') because the Purchaser requires possession of the rental unit for the purpose of residential occupation. The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard on May 4, 2023. The Landlord, the Landlord's legal representative Silvat Syed, the Tenants, the Tenants' legal representative Meaghan Coker, and the Purchaser Vivian Kwok attended the hearing.

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 consequences of the joint submission.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenants will terminate on or before June 28, 2023.
2. If the unit is not vacated on or before June 28, 2023, then starting June 29, 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 June 29, 2023.
4. The Landlord waives the rent for April 2023 and May 2023.
5. The last month's rent deposit in the amount of \$2,388.00 shall be applied towards the rent for June 2023 at a daily rate of \$78.51.



6. Any unused portion of the last month's rent deposit shall be returned to the Tenants along with \$1,000.00 in moving compensation on the day the keys are returned and the Tenants have provided vacant possession. The Landlord shall make this payment by e-transfer. The moving compensation is contingent upon the Tenants vacating the rental unit in accordance with this agreement.
7. The Landlord shall provide the Tenants with a reference letter regarding their tenancy upon request.
8. The parties shall execute a mutual release.

May 11, 2023
Date Issued

A handwritten signature in cursive script that reads "Dawn Sullivan".

Dawn Sullivan
Vice Chair, 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.