



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

**Citation:** Huda v Latif, 2023 ONLTB 37716

**Date:** 2023-05-18

**File Numbers:** LTB-L-035808-22 and LTB-L-062562-22

**In the matter of:** 39 KELSO CRESCENT  
MAPLE ON L6A2C8

**Between:** Farzana Yasmeen  
Md Nurul Huda

Landlords

**And**

Calvin Baldeau  
Sidra Latif

Tenants

I hereby certify this is a  
true copy of an Order dated  
**May 18, 2023**  
Landlord and Tenant Board

Farzana Yasmeen and Md Nurul Huda (the 'Landlords') applied for an order to terminate the tenancy and evict Calvin Baldeau and Sidra Latif (the 'Tenants') because the Tenants have been persistently late in paying the Tenants' rent (L2 – LTB-L-035808-22).

Farzana Yasmeen and Md Nurul Huda (the 'Landlords') also applied for an order to terminate the tenancy and evict Calvin Baldeau and Sidra Latif (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe (L1 – LTB-L-062562-22).

Farzana Yasmeen and Md Nurul Huda (the 'Landlords') also applied for an order to terminate the tenancy and evict Calvin Baldeau and Sidra Latif (the 'Tenants') because the Landlords in good faith require possession of the rental unit for the purpose of residential occupation for at least one year (L2 – LTB-L-062562-22).

The application, LTB-L-035808-22, was scheduled to be heard by videoconference on May 4, 2023. The application, LTB-L-062562-22, has not been scheduled by the Board, but has been resolved in mediation along with LTB-L-035808-22.

The Landlord, Md Nurual Huda, attended with Landlords' Legal Representative, Marshall Yarmus.

The Tenant, Calvin Baldeau, attended on behalf of both Tenants and spoke with Tenant Duty Counsel prior to the mediation.

The parties elected to participate in LTB-facilitate mediation with the assistance of Angela McLaughlin, a Dispute Resolution Officer and Hearings Officer with the Landlord and Tenant Board.

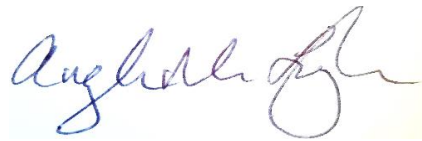
**The parties agree to the following:**

1. A final, non-voidable termination of this tenancy based on their agreement to terminate the tenancy June 4, 2023. As a consequence, the Tenants do not have the option to void the eviction order under subsections 74(4) or 74(11) of the *Residential Tenancies Act, 2006* (the 'Act') by paying the outstanding arrears.
2. The monthly rent is \$2,530.00.
3. The Tenants owe to the Landlords \$31,240.00 in arrears of rent up to May 31, 2023.
4. The total amount the Tenants owe to the Landlords for outstanding utilities up to July 8, 2022 is \$2,123.98. The claim for utilities includes the water bills up to July 8, 2022. All subsequent utility bills are to be paid in full, on time by the Tenants until the Tenants vacate the rental unit.
5. The Tenants also owe the Landlords costs in the amount of \$372.00.
6. The Landlords collected a last month's rent deposit of \$2,500.00 on October 1, 2020 and this deposit will be applied to the outstanding arrears.
7. The parties agree that the Tenants shall pay the Landlords a total of \$31,235.98 to settle all utility claims, rent arrears and rent owing up to May 31, 2023.
8. The Tenants shall pay to the Landlords \$1,200.00 on or before the 20<sup>th</sup> of each month starting July 20, 2023 until the balance is paid in full. The Tenants understand that this payment arrangement is included as an acknowledgement only and is not enforceable under the *Residential Tenancies Act, 2006* (the 'Act').
9. The Landlords waived the rent for October 2022 to satisfy the Landlords' obligation under section 49.1 of the *Residential Tenancies Act, 2006* (the 'Act') to pay the Tenants compensation equal to one month's rent.

**It is ordered on consent that:**

10. The tenancy between the Landlords and the Tenants is terminated and the Tenants must move out of the rental unit on or before June 4, 2023.
11. 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.
12. 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.
13. The Tenants shall pay the Landlords \$31,235.98 on or before June 4, 2023. This amount represents full and final settlement of all monies owing to the Landlord up to May 31, 2023 including rent arrears, utilities and costs.

14. The Tenants shall also pay to the Landlord daily compensation of \$83.18 per day for the period June 1, 2023 to June 4, 2023.
15. If the Tenants do not vacate the rental unit on or before June 4, 2023, the Tenants shall also pay to the Landlords \$83.18 per day starting June 5, 2023 until the date the Tenants vacate the rental unit.
16. If the Tenants do not pay the Landlords the full amount owing on or before June 4, 2023, the Tenants will start to owe interest. This will be simple interest calculated from June 5, 2023 at 6.00% annually on the balance outstanding.



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**Angela McLaughlin**  
Hearings Officer, Landlord and Tenant Board

**May 18, 2023**  
**Date Issued**

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.