



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

April 15, 2025

CMD

Landlord and Tenant Board

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

File Number: LTB-L-011643-25

In the matter of:

MAIN, 56 HUBBELL RD
BRAMPTON ON L6Y2A5

Between:

RAGHU MODI
NATASHA NATHOO

Landlord

And

FARAZ AHMED
QURRATULAIN AKHLAQ

Tenant

RAGHU MODI and NATASHA NATHOO (the 'Landlord') applied for an order to terminate the tenancy and evict FARAZ AHMED and QURRATULAIN AKHLAQ (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 9, 2025.

The Landlord's Legal Representative, Naseer Ahmed, the Landlord and the Tenants attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$3,450.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$113.42. This amount is calculated as follows: \$3,450.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to April 30, 2025 are \$20,500.00.
7. The Landlord collected a rent deposit of \$3,400.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
8. Interest on the rent deposit, in the amount of \$101.77 is owing to the Tenants for the period from January 28, 2024 to April 9, 2025.

9. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until May 31, 2025 pursuant to subsection 83(1)(b) of the Act.
10. Further, the Landlord's Legal Representative and the Tenants consented to a standard order for termination of the tenancy with an extended termination date of May 31, 2025. I was satisfied the parties were aware of the consequences of their consent.

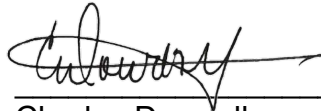
It is ordered on the consent of the parties that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$20,500.00 if the payment is made on or before April 30, 2025. See Schedule 1 for the calculation of the amount owing.

OR

 - \$23,950.00 if the payment is made on or before May 31, 2025. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after May 31, 2025 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before May 31, 2025.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$14,569.01. This amount includes rent arrears owing up to the date of the hearing. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$113.42 per day for the use of the unit starting April 10, 2025 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before May 31, 2025, the Tenants will start to owe interest. This will be simple interest calculated from June 1, 2025 at 5.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 31, 2025, then starting June 1, 2025, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 1, 2025.

April 15, 2025
Date Issued



Charles Dowdall
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on December 1, 2025 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2025

Rent Owing To April 30, 2025	\$20,500.00
Application Filing Fee	\$0.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$20,500.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2025

Rent Owing To May 31, 2025	\$23,950.00
Application Filing Fee	\$0.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$23,950.00

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$18,070.78
Application Filing Fee	\$0.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$3,400.00
Less the amount of the interest on the last month's rent deposit	- \$101.77
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00

Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$14,569.01
Plus daily compensation owing for each day of occupation starting April 10, 2025	\$113.42 (per day)