



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-078187-25

In the matter of: 49 CHARLES STURDY RD
MARKHAM ON L6C3E8

Between: The estate of Khurshid Islam and Shakila Landlord
Khurshid
Atif Islam

And

Farhat Anwar Siddiqui Tenants
Seema Farhat

The estate of Khurshid Islam and Shakila Khurshid and Atif Islam (the 'Landlord') applied for an order to terminate the tenancy and evict Farhat Anwar Siddiqui and Seema Farhat (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on November 25, 2025.

The Landlord's representative, Teri Landriault and the Tenant, Farhat Anwar Siddiqui 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 \$2,400.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$78.90. This amount is calculated as follows: \$2,400.00 x 12, divided by 365 days.
5. The Tenants have paid \$4,800.00 to the Landlord since the application was filed.
6. The rent arrears owing to November 30, 2025 are \$26,400.00. The Tenants do not dispute the arrears owing.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. The order does not reflect any additional payments the Tenants may have made on or after November 25, 2025.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. The Tenant testified that she has resided in the rental unit since 2014. The Tenant has testified that the Tenants were facing financial difficulties as one of the Tenants had lost their job. The Tenants are not looking to preserve the tenancy but sought an extended termination date to January 5, 2026, as the Tenants have found new accommodations beginning January 1, 2026. Given the length of the tenancy and the issuance date of this order, the Tenants have been given sufficient time to find alternate accommodations.

It is ordered 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:**
 - \$31,386.00 if the payment is made on or before January 16, 2026. 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 January 16, 2026 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 January 16, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$26,158.50. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$78.90 per day for the use of the unit starting November 26, 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 January 16, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 17, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before January 16, 2026, then starting January 17, 2026, 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 January 17, 2026.

January 5, 2026

Date Issued

Joshua Labbe

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 July 17, 2026 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before January 16, 2026

Rent Owing To January 31, 2026	\$36,000.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$4,800.00
Total the Tenants must pay to continue the tenancy	\$31,386.00

B. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$30,772.50
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$4,800.00
Total amount owing to the Landlord	\$26,158.50
Plus daily compensation owing for each day of occupation starting November 26, 2025	\$78.90 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	