



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-070391-25 & LTB-T-041965-25

In the matter of: 209, 65 WATERGARDEN DR
MISSISSAUGA ON L5R0G9

Between: Amjad Ali Syed Landlord

And

Clayton Greer Tenant
Dana Evaristo

Amjad Ali Syed (the 'Landlord') applied for an order to terminate the tenancy and evict Clayton Greer and Dana Evaristo (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 28, 2026.

This application was to be heard by videoconference on January 14, 2026. The Landlord's representative, Daria Berezowska, and the Tenants' representative Hashem Shafi attended the hearing.

The parties elected to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer (DRO) John Russett. The parties agreed to resolve the issues in the Landlord's application and requested the LTB to issue a Consent Order confirming their agreement.

I was satisfied that the parties understood the consequences of the Consent.

The parties agree that:

1. As of the hearing date, the Tenants were still in possession of the rental unit.
2. The parties agreed to a non-voidable eviction order with a termination date of March 15, 2026.
3. The lawful rent is \$3,200.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$105.21. This amount is calculated as follows: \$3,200.00 x 12, divided by 365 days.
5. The Tenants have paid \$7,200.00 to the Landlord since the application was filed.

6. The rent arrears owing to January 31, 2026 are \$29,950.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. If the tenants voluntarily vacates the rental unit on or before March 15, 2026 and makes payment for all arrears and application fee as per paragraphs 6 and 7 above in this order on or before March 15, 2026, the Landlord shall waive \$20,000.00 from the amount owing in paragraphs 6 and 7 above in this order.
9. The Landlord collected a rent deposit of \$3,200.00 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.
10. Interest on the rent deposit, in the amount of \$226.65 is owing to the Tenant for the period from February 1, 2023 to January 28, 2026.
11. During mediation the Tenants requested to withdraw their Maintenance and Repair application (T6) Board file LTB-T-041965-25.
12. In accordance with subsection 200(4) of the Act, the application. LTB-T-041965-25 is withdrawn.
13. This is in full and final settlement of all matters pertaining to the tenancy as of the January 12, 2026, the hearing date.

It is ordered on consent that:

1. The tenants' application. LTB-T-041965-25 is withdrawn.
1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before March 15, 2026.
2. If the unit is not vacated on or before March 15, 2026, then starting March 16, 2026, 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 March 16, 2026.
4. The Tenants shall also pay the Landlord compensation of \$105.21 per day for the use of the unit starting January 29, 2026 until the date the Tenants moves out of the unit.
5. The last month rent shall be applied to the last month of the tenancy.
6. The Tenants shall pay to the Landlord \$26,455.23, on or before March 15, 2026. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. 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.

7. If the Tenants voluntarily vacates the rental unit on or before March 15, 2026 and makes payment per paragraph 6 of this order, the Landlord shall waive \$20,000.00 from the amount owing in paragraph 6 of this order.
8. If the Tenants do not pay the Landlord the full amount owing on or before March 15, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 16, 2026 at 4.00% annually on the balance outstanding

February 2, 2026

Date Issued

John Russett

Hearings Officer, 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 September 16, 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. the Tenants must pay as the tenancy is terminated

Rent Owing To Hearing Date	\$36,895.88
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$7,200.00
Less the amount of the last month's rent deposit	- \$3,200.00
Less the amount of the interest on the last month's rent deposit	- \$226.65
Total amount owing to the Landlord	\$26,455.23
Plus daily compensation owing for each day of occupation starting January 29, 2026	\$105.21 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	