



**Order under Section 69 / 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-101341-25 and LTB-L-101661-25

In the matter of: 702 HEPBURN RD
MILTON ON L9T0M5

Between: WASEEM AZIZ Landlords
SHEEMA WASEEM

And

MOHAMMAD SALEEM BUTT Tenant

WASEEM AZIZ and SHEEMA WASEEM (the 'Landlords') applied for an order to terminate the tenancy and evict MOHAMMAD SALEEM BUTT (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlords also applied for an order to terminate the tenancy and evict the Tenant because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another tenant; and
- the Tenant has been persistently late in paying the Tenant's rent.

The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlords also applied for an order requiring the Tenant to pay the Landlords' reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

The applications were heard together by videoconference on February 11, 2026.

The Landlords, the Landlord's Representative, Taff Butters, and the Tenant participated in mediation and agreed to an Order on Consent in full and final satisfaction of the applications, and in so doing, understand that their legal rights to a hearing on the merits of the matters have been waived.

I was satisfied that the terms of this agreement are consistent with the *Residential Tenancies Act, 2006* and that the parties have provided their informed, independent, and voluntary consent.

The parties before the LTB consented to the following order:

It is agreed that:

1. The Landlords served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant 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 Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,500.00. It is due on the 1st day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: $\$2,500.00 \times 12$, divided by 365 days.
5. The Tenant has paid \$7,932.00 to the Landlords since the L1 application was filed.
6. The rent arrears owing to February 28, 2026 are \$7,543.00.
7. The Landlords incurred costs of \$186.00 for filing the L1 application and are entitled to reimbursement of those costs.
8. On November 10, 2025, the Landlords gave the Tenant an N5 notice of termination.
9. The Landlords claim the Tenant failed to pay the utility, and specifically, hot water tank rental costs, that they were required to pay under the terms of the tenancy agreement.
10. The Landlords incurred reasonable out-of-pocket expenses of \$2,843.00 as a result of the Tenant's failure to the utility, and specifically, hot water tank rental costs.
11. On November 10, 2025, the Landlords gave the Tenant an N8 notice of termination that claims the Tenant has persistently failed to pay the rent on the date it was due.
12. The Landlords incurred costs of \$186.00 for filing the L2 application and are entitled to reimbursement of those costs.
13. The Landlords collected a rent deposit of \$1,790.00 from the Tenant and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
14. Interest on the rent deposit, in the amount of \$306.38 is owing to the Tenant for the period from August 2, 2016 to February 11, 2026.

It is ordered on consent that:

1. The tenancy between the Landlords and the Tenant is terminated in a final way and without voiding provisions.
2. The Tenant shall pay to the Landlords \$4,036.71. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the L1 application. The rent deposit and interest the Landlords owe on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of this amount owing.

3. The Tenant shall also pay the Landlords compensation of \$82.19 per day for the use of the unit starting February 12, 2026 until the date the Tenant moves out of the unit.
4. The Tenant shall also pay to the Landlords \$3,029.00 which represents the reasonable out-of-pocket expenses the Landlords have incurred as a result of the unpaid utility costs and the cost of filing the L2 application.
5. If the Tenant does not pay the Landlords the full amount owing, as set out in paragraphs 2, 3 and 4 above, on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% on the balance outstanding.
6. If the unit is not vacated on or before February 28, 2026, then starting March 1, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 March 1, 2026.

February 23, 2026**Date Issued**_____
Janice Campbell

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 1, 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 - L1 Application

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Hearing Date – February 11, 2026	\$13,879.09
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$7,932.00
Less the amount of the last month's rent deposit	- \$1,790.00
Less the amount of the interest on the last month's rent deposit	- \$306.38
Total amount owing to the Landlords	\$4,036.71
Plus daily compensation owing for each day of occupation starting February 12, 2026	\$82.19 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	