



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

File Number: LTB-L-074662-25

In the matter of: MAIN FLOOR, 25 SAIL RD
BRAMPTON ON L7A 4W7

Between: Muhammad Bajwa Shahbaz
Farooqa Shahbaz
Tahreem Shahbaz

Landlords

and

Cindy Patricia Kerr
Petergay Cassandra Raposo Kerr

Tenants

Muhammad Bajwa Shahbaz, Farooqa Shahbaz and Tahreem Shahbaz (the 'Landlords') applied for an order to terminate the tenancy and evict Cindy Patricia Kerr and Petergay Cassandra Raposo Kerr (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 17, 2026.

The Landlord, Muhammad Bajwa Shahbaz, and their representative, Azhar Lodhi, and the Tenants attended the hearing.

The Tenant, Cindy Patricia Kerr, testified on behalf of the Tenants.

Determinations:

1. At the beginning of the hearing, I asked the Tenants whether they intend to raise section 82 issues based on the interim order dated November 24, 2025. The Tenants indicated that they do not wish to raise section 82 issues at this hearing. The Tenants will address the issues on their own application. The Landlord had no objection, and I proceeded to hear the merits of the application.
2. The Landlords 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.
3. As of the hearing date, the Tenants were still in possession of the rental unit.
4. The lawful rent is \$3,300.00. It is due on the 1st day of each month.

5. Based on the Monthly rent, the daily rent/compensation is \$108.49. This amount is calculated as follows: $\$3,300.00 \times 12$, divided by 365 days.
6. It is not in dispute that the Tenants have not made any payments since the application was filed. The rent arrears owing to February 28, 2026, are \$29,800.00. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlords collected a rent deposit of \$3,300.00 from the Tenants 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.
8. Interest on the rent deposit, in the amount of \$60.95 is owing to the Tenants for the period from April 3, 2025, to February 17, 2026.

Relief from eviction

9. 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 Landlords 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.
10. In this case, the parties were unsuccessful resolving the issue of rent arrears through a payment plan. The Landlord sought an eviction order for termination and eviction with 11 days for the Tenants to pay off all outstanding amounts and void the order. The Landlords' representative submitted that in addition to the rent, the utilities are also not being paid by the Tenants. Further, that the Landlords have a financial obligation in maintaining the rental unit.
11. The Tenants have no intention to preserve their tenancy due to the ongoing maintenance issues. During the hearing the Tenant, Cindy Patricia Kerr, testified that she is currently living in Thunder Bay. She further indicated that the Tenants' belongings are at the rental unit and that they require until March 31, 2026, to move out of the unit.
12. Based on the evidence before me, I find that Tenants are unable to afford the current rent, and that the tenancy is not viable. Further, I am not satisfied that it would be fair to delay eviction until March 31, 2026. The Tenants have not made any payments since the application was filed and continue to occupy the unit without paying the ongoing rent. Delaying the eviction would prejudice the Landlord considering the arrears have accumulated to \$29,800.00.

It is ordered that:

1. The tenancy between the Landlords 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 Landlords or to the Board in trust:**
 - \$29,986.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$33,286.00 if the payment is made on or before March 6, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the Board 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 March 6, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants 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 March 6, 2026.**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$25,169.38. 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 Landlords owe 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 Landlords compensation of \$108.49 per day for the use of the unit starting February 18, 2026, until the date the Tenants move out of the unit.
 7. If the Tenants do not pay the Landlords the full amount owing on or before March 6, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 7, 2026, at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before March 6, 2026, then starting March 7, 2026, the Landlords 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 Landlords on or after March 7, 2026.

February 23, 2026

Date Issued

Adeela Alvez

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 September 7, 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 February 28, 2026

Rent Owing to February 28, 2026	\$29,800.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$29,986.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before March 6, 2026

Rent Owing to March 31, 2026	\$33,100.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$33,286.00

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

Rent Owing to Hearing Date	\$28,344.33
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,300.00
Less the amount of the interest on the last month's rent deposit	- \$60.95
Total amount owing to the Landlords	\$25,169.38
Plus, daily compensation owing for each day of occupation starting February 18, 2026	\$108.49 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	