



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-097158-25

In the matter of: FIRST AND SECOND FLOOR, 96 STAINES
RD
SCARBOROUGH ON M1X1Y9

Between: SATTIE NARAIN-BEEPAT Landlord

And

ANEESA NAGJI Tenant
ARSHIL NAGJI

SATTIE NARAIN-BEEPAT (the 'Landlord') applied for an order to terminate the tenancy and evict ANEESA NAGJI and ARSHIL NAGJI (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises

SATTIE NARAIN-BEEPAT (the 'Landlord') **also** applied for an order requiring ANEESA NAGJI and ARSHIL NAGJI (the 'Tenants') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

The application was scheduled to be heard on February 26, 2026, by video conference, at which the parties decided to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer/Hearings Officer, Michelle Forrester.

The Landlord, the Landlord's Legal Representative, Lily McMillian, the Tenants and the Tenants' Legal Representative, Naseer Ahmed, were present.

The parties agreed to resolve all matters raised in the application and requested an order on consent. I am satisfied that the parties understood the terms and consequences of their consent.

Agreed facts:

1. The Tenant was in possession of the rental unit on the date the application was filed.
2. On October 16, 2025, the Landlords gave the Tenant an N5 notice of termination.

3. The Landlords collected a rent deposit of \$1,700.00 from the Tenants and this deposit is still being held by the Landlords. Interest on the rent deposit, in the amount of \$282.00 is owing to the Tenant for the period from March 1, 2017, to February 26, 2026.
4. The Tenants shall pay the Landlord \$10,000.00 for damages to the Landlord via certified draft on or before March 16, 2026, the draft shall be sent to the Landlord's representative via courier to her office at: McMillan Paralegal Services, 105 McRoberts Ave. Toronto M6E 4P3, the Landlord's representative shall confirm receipt of the draft to the Tenants and the Tenant's Legal Representative via email.
5. The Landlord and Tenants agree to exchange all outstanding utility bills via email on or before March 6, 2026. The Tenants agrees to have all utility costs paid in full (85%) and in good standing on or before March 16, 2026, and will provide their amount owing directly to the Landlord via e-transfer.
6. The Tenants agree to leave all appliances currently in the Unit in good working order.
7. The Tenants shall leave the Unit in a clean and broom-swept condition.
8. The Landlord agrees to provide the Tenants with a positive reference letter on or before March 16, 2026.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before May 31, 2026.
2. If the unit is not vacated on or before May 31, 2026, then starting June 1, 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 June 1, 2026.
4. The Landlord shall apply the rent deposit and interest on the rent deposit to the amount the Tenants are required to pay for May 2026 rent.
5. In the event that the Tenants vacate the rental unit before May 31, 2026, the Tenants shall provide the Landlord with a 10-day written notice via email, and the Landlord shall return any unused portion of the last month's rent deposit to the Tenants on a per diem basis.
6. The Tenants shall pay the Landlord \$10,000.00 for damages to the Landlord via certified draft on or before March 16, 2026, the draft shall be sent to the Landlord's representative via courier to her office at: McMillan Paralegal Services, 105 McRoberts Ave. Toronto M6E 4P3, the Landlord's representative shall confirm receipt of the draft to the Tenants and the Tenant's Legal Representative via email.
7. If the Tenants do not pay the Landlord the full amount owing as stated in paragraph 5 above, on or before March 16, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 17, 2026, at 4.00% annually on the balance outstanding.

8. The Landlord and Tenants shall exchange all outstanding utility bills via email on or before March 6, 2026.
9. The Tenants shall have all utility costs paid in full (85%) and in good standing on or before March 16, 2026, and will pay their amount owing directly to the Landlord via e-transfer.
10. The Tenants shall leave all appliances currently in the Unit in good working order.
11. The Tenants shall leave the residential unit in a clean and broom-swept condition.
12. The Landlord shall provide the Tenants with a positive reference letter on or before March 16, 2026.
13. This agreement resolves any and all claims arising out of or in connection with the tenancy and shall constitute a full and final settlement of all claims, proceedings, and/or orders involving the parties before the Landlord and Tenant Board of Ontario, or any Tribunal, or Court of competent jurisdiction.

March 12, 2026
Date Issued

Michelle Forrester
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 of the Tenant expires on December 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.

