



Order under Section 69 Residential Tenancies Act, 2006

Citation: Adlam v Sherwani, 2026 ONLTB 45456

Date: 2026-06-11

File Number: LTB-L-098867-25

In the matter of: MAIN AND UPPER, 4 MARIO ST
BRAMPTON ONTARIO L6P1N1

Between: Aulet A Adlam Landlord
Fredrick Smith

And

Hasan Hammad Khan Sherwani Tenant
Sarah Hammad Khan Sherwani

When the capitalized word “Landlord” is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word “Tenant” is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Aulet A Adlam and Fredrick Smith (the 'Landlord') applied for an order to terminate the tenancy and evict Hasan Hammad Khan Sherwani and Sarah Hammad Khan Sherwani (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 26, 2026.

The Landlords, the Landlords’ legal representative Saron Navratil and the Tenants attended the hearing.

Determinations:

Preliminary Issue - S. 82 issues & Request to Adjourn

1. The matter was originally scheduled on February 4, 2026 and adjourned on the basis of scheduling overflow. An interim order was issued on February 12, 2026 outlining to the parties a number of directions, and in paragraph #3 as pertaining to the Tenant specifically:

“On or before February 19, 2026, the Tenants shall provide the Landlords and file with the LTB a written description of each issue they intend to raise under section 82(1) of the Act.”

2. The Landlord submitted that the Board not consider any s. 82 issues as the Tenants have failed to comply with the Interim Order.
3. While the Tenants made submissions to the Board prior to the issuance of the Interim Order, the issues as outlined lacked particulars and failed to identify the abatement of rent sought. The next date on which issues were uploaded in the Board's record was on May 20, 2026.
4. The Tenants did not comply with the direction of the Board as contained in the Interim Order by February 19, 2026, however they have filed T1, T2 and T6 applications as received by the Board on January 6, 2026.
5. The Tenants also sought a request to adjourn the matter as received by the Board on April 21, 2026. This request was denied.
6. Since the last hearing the tenancy has terminated, the Tenants request to adjourn was denied and s. 82 issues were not heard. The matter proceeded to hearing the Landlord's L1 Application as any further delay would be prejudicial to the Landlords, and the Tenants rights are preserved in that their T1/T2/T6 applications have been received by the LTB and will be scheduled for hearing.

L1 Application

7. The Landlord served the Tenant with a valid 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.
8. The Tenant was in possession of the rental unit on the date the application was filed.
9. On or about February 6, 2026 in a text exchange between the Landlords and the Tenants the Landlords were advised by the Tenant that he is on vacation and that they had removed some of their belongings prior to leaving so that no one steals it.
10. As outlined above, the Tenants filed a *Request to Reschedule* the hearing on April 21, 2026 and outlined the following reasons:

".....the landlords evicted me and took possession of the rental unit without a Board order on or around February 17, 2026. The landlords installed a security lock on the front door to block it from opening from the outside and changed the passcode for the garage, leaving us completely without access. I have reported this matter to the Rental Housing Enforcement Unit (RHEU). Since I have been locked out and the landlords have had secure possession of the rental unit since February 17, 2026, there is no prejudice to the landlords in rescheduling this hearing."

11. The Landlords seek the termination of tenancy on February 28, 2026 and seek arrears of rent to this date.

12. The Landlords argued that the Tenants abandoned the rental unit and relied on subsection 2(3) of the Act where it is outlined that:

Interpretation, abandoned

(3) For the purposes of this Act, a tenant has not abandoned a rental unit if the tenant is not in arrears of rent. 2006, c. 17, s. 2 (3).

13. Here, the Landlords served the Tenants with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) with the termination date of November 19, 2025. The Tenants moved out but did not do so by the termination date.
14. Based on the evidence, the Tenants attempted to re-enter the rental unit on February 16, 2026, and submitted that *“the landlords installed a security lock on the front door to block it from opening from the outside and changed the passcode for the garage, leaving us completely without access.”*
15. The Landlords denied that access to the rental unit was restricted at that time, in the text correspondence with the Tenants on February 18, 2026 as evidenced on page 24 of DOC-8030866, the Landlords state to the Tenants that they can not re-renter through the front door because they themselves – the Tenants, installed an internal deadbolt and that the garage code has remained unchanged.
16. At the hearing, the Landlords submitted that the garage access code remained active as set by the Tenants until April 30, 2026.
17. The rental unit was re-rent effective May 1, 2026. This was confirmed by the Tenant’s attendance at the rental property on or about May 25, 2026, stating that they found someone residing at the property.
18. The only evidence of the Tenants being unable to enter the rental unit after on or about February 16, 2026 is contained in DOC-802753, a video as taken by the Tenants in which it is shown that when they attended at the property on or about May 25, 2026, the code to the garage had been changed.
19. I make no findings about the Tenants being locked out. I am however satisfied that the Tenants despite having entered into a new lease agreement with another Landlord commencing February 1, 2026 maintained control of the rental unit until February 16, 2026, I say this as the evidence was that they attended at the unit and attempted access. This despite the evidence showing that the rental unit appeared to have been cleared out of the Tenants primary belongings earlier in the month, as evidenced in photos taken on February 6, 2026 by the Landlords and shown on pages 10-14 in DOC-8030866.
20. I am further satisfied that the Tenants did not occupy the rental unit after February 16, 2026, for this reason, the obligation to pay rent also ended on this date.
21. In their own submissions, the first named Tenant stated that they believed this was the latest date of their rent liability to the Landlords.
22. The lawful rent is \$3,400.00. It was due on the 1st day of each month.

23. The Tenant has not made any payments since the application was filed.
24. The rent arrears owing to February 16, 2026 are \$14,224.08.
25. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
26. The Landlord collected a rent deposit of \$3,400.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
27. Interest on the rent deposit, in the amount of \$31.30 is owing to the Tenant for the period from September 10, 2025 to February 16, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of February 16, 2026.
2. The Tenant shall pay to the Landlord \$10,978.78. This amount includes rent arrears owing up to February 16, 2026 and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before June 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 23, 2026 at 4.00% annually on the balance outstanding.

June 11, 2026
Date Issued

Alicia Johnson
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.

Schedule 1
SUMMARY OF CALCULATIONS

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

Rent Owing To February 16, 2026	\$14,224.08
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,400.00
Less the amount of the interest on the last month's rent deposit	- \$31.30
Total amount owing to the Landlord	\$10,978.78