



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** GALAXY REAL ESTATE CORE ONT PROPERTIES v MUTAHARI, 2026 ONLTB 1063

**Date:** 2026-01-09

**File Number:** LTB-L-083569-25

**In the matter of:** 1012, 100 DUNDAS STREET EAST  
MISSISSAUGA ON L5A1W5

**Between:** GALAXY REAL ESTATE CORE ONT PROPERTIES Landlord

And

**JAN 9, 2026**

MARYAM MUTAHARI Tenants  
MASOOMA KARIMI

GALAXY REAL ESTATE CORE ONT PROPERTIES (the 'Landlord') applied for an order to terminate the tenancy and evict MARYAM MUTAHARI and MASOOMA KARIMI (the 'Tenants') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 17, 2025.

The Landlord's legal representative, S. Beard, and the Tenants attended the hearing. The legal representative for M. Karimi, T. Forrest, and the translator for M. Karimi, A. Gulzari, also attended the hearing. The Tenant, Maryam Mutahari was unrepresented.

### Determinations:

1. The Landlord 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,349.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$77.23. This amount is calculated as follows: \$2,349.00 x 12, divided by 365 days.
5. The Tenants have paid \$3,523.50 to the Landlord since the application was filed.
6. The rent arrears owing to December 31, 2025 are \$4,688.00.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,349.00 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.
9. Interest on the rent deposit, in the amount of \$32.18 is owing to the Tenants for the period from June 1, 2025 to December 17, 2025.
10. The Tenant, M. Karimi (MK) agreed to the amount of arrears claimed by the Landlord, and she also consented to vacate the rental unit by January 31, 2026.
11. The Tenant, M. Mutahari (MM), also used the translation services of A. Gulzari.
12. It is undisputed that the Tenants are roommates, and each was responsible to pay half the rent.
13. MM said that she has been paying her portion of the rent, although she admits that she did not pay the December 2025 rent, and she said that she only paid \$194.45 in November 2025, she paid \$194.45 in October 2025, and she paid half of the \$2,349.00 rent in September 2025.
14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until January 31, 2026 pursuant to subsection 83(1)(b) of the Act for the reasons that follow. MK consented to a termination date of January 31, 2026. MM insisted that she has paid her share of the rent, and she has no idea why she should vacate the rental unit. MM said that she has paid her share, despite, by her own admission, paying only \$388.90 for her share of the last three months of rent. The tenancy only commenced in June 2025, and the Tenants stopped paying the full rent as of October 2025, only a few months later. I find that the tenancy is no longer viable and it is prejudicial to the Landlord for the tenancy to continue. MM was not able to provide any evidence about how she would pay the rent, in full, going forward.

**It is ordered that:**

1. The tenancy between the Landlord 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 Landlord or to the LTB in trust:**
  - \$7,223.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB 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 January 31, 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 January 31, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$1,456.73. 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.
6. The Tenants shall also pay the Landlord compensation of \$77.23 per day for the use of the unit starting December 18, 2025 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before January 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 31, 2026, then starting February 1, 2026, the Landlord 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 Landlord on or after February 1, 2026.

**January 9, 2026**

**Date Issued**

\_\_\_\_\_  
Nancy Morris

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 August 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**

**A. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before January 31, 2026**

|                                                                                         |                   |
|-----------------------------------------------------------------------------------------|-------------------|
| Rent Owing To January 31, 2026                                                          | \$10,560.50       |
| Application Filing Fee                                                                  | \$186.00          |
| <b>Less</b> the amount the Tenants paid to the Landlord since the application was filed | - \$3,523.50      |
| <b>Total the Tenants must pay to continue the tenancy</b>                               | <b>\$7,223.00</b> |

**B. Amount the Tenants must pay if the tenancy is terminated**

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing To Hearing Date                                                                                          | \$7,175.41           |
| Application Filing Fee                                                                                              | \$186.00             |
| <b>Less</b> the amount the Tenants paid to the Landlord since the application was filed                             | - \$3,523.50         |
| <b>Less</b> the amount of the last month's rent deposit                                                             | - \$2,349.00         |
| <b>Less</b> the amount of the interest on the last month's rent deposit                                             | - \$32.18            |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$1,456.73</b>    |
| Plus daily compensation owing for each day of occupation starting December 18, 2025                                 | \$77.23<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |