



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

File Number: LTB-L-088240-25

In the matter of: Room in the basement unit, 1071
WILLOWDALE AVE
NORTH YORK ON M2M3E5

Between: Erfan Allafchi Landlord

And

Kamyar Emtenani Tenant

Erfan Allafchi (the 'Landlord') applied for an order to terminate the tenancy and evict Kamyar Emtenani (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 8, 2025.

The Landlord and the Tenant attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$850.00. It is due on the 8th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$27.95. This amount is calculated as follows: \$850.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to January 7, 2026 are \$5,950.00. The Tenant did not dispute the amount of arrears.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

Section 83 Considerations:

9. The Tenant testified that he has been receiving Ontario Works since August 2025 and he has a monthly income of \$733.00. Prior to August 2025, the Tenant was living off his savings and loans, both of which have been depleted. The Tenant stated he has been unemployed for over a year, but he is actively working with employment services. The Tenant stated he offered partial rent payments to the Landlord, but the Landlord refused. The Tenant did not provide any information on when he offered partial payment or whether he sent any payments.
10. The Tenant sought a delay in eviction as he has nowhere to go and is at risk of homelessness.
11. The Landlord testified he has been patient with the Tenant and has tried to help him find a job, but he cannot continue carrying the cost of the rental unit. The main floor of the home is rented, however their rent does not cover all of the property's expenses. The Landlord testified his business has been doing poorly for the last 6 months and he no longer has the ability to cover the additional costs of the rental unit from his own income. While the Landlord did not submit documentary evidence to support his oral testimony, I accept that arears, which are not insignificant, have had an impact on him.
12. 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.
13. I accept the Tenant's evidence that eviction will have an impact on him, however, the Tenant's evidence also demonstrated that this is not a viable tenancy. The Tenant will not have the financial capacity to pay the monthly rent, let alone make payments towards the arrears. Providing a relatively short delay will allow the Tenant to find alternative accommodations, however, given that the arrears are not insignificant, and the Tenant has not made any payments since the application was filed, it would be unfair to delay the eviction longer.
14. In these circumstances, I find that it would not be unfair to delay eviction until January 31, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$6,986.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has 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 Tenant may only make this motion once during the tenancy.

4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before January 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,313.95. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$27.95 per day for the use of the unit starting December 9, 2025 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before January 31, 2026, the Tenant 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

Allana McComb

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 Tenant 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 February 7, 2026	\$6,800.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$6,986.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$5,127.95
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$5,313.95
Plus daily compensation owing for each day of occupation starting December 9, 2025	\$27.95 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	