



**Order under Section 87 / 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-006033-23

In the matter of: Main Floor, 26 Mayvern Cres
Richmond Hill ON L4C5J4

Between: Sara Rahgozar Landlord

And

Hani Noroozi Former Tenant
Samir Noroozi

Sara Rahgozar (the 'Landlord') applied for an order requiring Hani Noroozi and Samir Noroozi (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Sara Rahgozar (the 'Landlord') applied for an order requiring Hani Noroozi and Samir Noroozi (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on November 3, 2025.

Only the Landlord attended the hearing.

As of 9:59 am, the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Preliminary:

Background

1. The Landlord filed the L10 application with allegations of arrears owing and unpaid utilities on January 18, 2023. An initial hearing was scheduled for February 1, 2024 and adjourned due to the Landlord failing to meet service requirements.

2. A rescheduled hearing was held on May 6, 2024. The Landlord served copies of the application and the notice of hearing by leaving the documents at the new residence of the Former Tenant on April 4, 2024.
3. The Landlord also emailed copies of her evidence, the notice of hearing and the application to the Former Tenant on April 27, 2024.
4. The Former Tenant and the Landlord attended the hearing on May 6, 2024.
5. Parties agreed to a private meeting in an attempt to resolve the application.
6. The parties returned from the private meeting and informed the moderator they had reached a consent agreement to resolve the application.
7. At approximately 11:30 am the moderator was attempting to move the Landlord and the Former Tenant into the hearing for the consent order to be heard, however the moderator noticed the Former Tenant was not in the main room.
8. At approximately 12:30 pm the Landlord informed me that she and the Former Tenant had reached a consent agreement to resolve the application however the Former Tenant had disconnected from the hearing.
9. Given the Former Tenant's absence I was unable to issue a consent and I adjourned the matter and informed the Landlord an interim order would be issued and the Landlord and the Former Tenant were to return to provide details of the consent.
10. At the hearing I provided authorization for the Landlord to serve the Former Tenant the documents by email if she so chose as indicated in paragraph 3 of the interim order that was issued on May 24, 2025.
11. On July 9, 2025 the Board issued a notice of hearing.
12. At the time the hearing was called the Former Tenant was not in attendance.
13. The Landlord stated she had sent emails, phone calls and text messages to the Former Tenant in an attempt to see if the Former Tenant wished to keep the terms of the consent.
14. The Landlord stated the Former Tenant had not responded to any of her attempts at communication and she had not heard from the Former Tenant since the May 6, 2025 hearing.

Determinations:

15. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities.
16. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.

17. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.
18. The application was served on the Former Tenant prior to the last hearing on April 4, 2024 by leaving the documents where mail is collected at the Former Tenant's new residence.
19. The Landlord served the Former Tenant the notice of hearing by email in accordance with the interim order.
20. The Former Tenant vacated the rental unit on August 7, 2022.
21. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent and daily compensation owing

8. The Landlord claims the arrears owing from July 15, 2018 to August 7, 2022 are \$10,165.00.
9. The Former Tenant has not made any payments since the application was filed.
10. The Former Tenant is no longer in possession of the rental unit. The tenancy was not lawfully terminated in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. The Landlord stated she is only seeking the arrears up to the date the Former Tenant vacated the rental unit although proper notice was not provided. Therefore, the Former Tenant's obligation to pay rent ended on August 7, 2022.
11. In weighting the evidence presented to the Board, my decision must be based on the best evidence presented at the hearing. In this matter the most evidence provided and the best evidence before me was provided by the Landlord. The Former Tenant chose not to attend the hearing although the Former Tenant was present at the last hearing.
12. Therefore, the best evidence before me was the Landlord's direct evidence regarding the arrears owing the Landlord.
13. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegations for rent arrears in the amount of \$10,165.00.

Compensation unpaid utilities

15. The Former Tenant failed to pay water costs that they were required to pay under the terms of the tenancy agreement.
16. The Landlord incurred reasonable out-of-pocket expenses of \$1,041.85 as a result of the Former Tenant's failure to pay the water bills.

17. The Landlord provided copies of the water bills with highlighted line items the Former Tenant did not pay.
18. Based on the Landlord's evidence I am satisfied the Landlord incurred reasonable out-of-pocket expenses as a result of the Former Tenant's failure to pay the water bills.
19. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegations the Former Tenant did not pay water bills the Former Tenant was obligated to pay and I find the Landlord has proved the reasonable out-of-pocket expenses she incurred to pay the unpaid utilities.
19. There is no last month's rent deposit.
20. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
21. Although this order does not specifically address each piece of evidence individually or reference all the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
22. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$10,165.00, which represents rent and compensation owing up to .
2. The Former Tenant shall [also] pay to the Landlord \$1,041.85, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
3. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Former Tenant owes the Landlord is \$11,392.85*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before January 17, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from January 18, 2026 at 4.00% annually on the balance outstanding.

January 6, 2026
Date Issued

Greg Brocanier
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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Rent and Compensation Owing To	\$10,165.00
Utility Costs	\$1,041.85
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$11,392.85