



**Order under Section 69 / 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-046471-25

In the matter of: 7 DOVERWOOD CRT
NORTH YORK ON M2M2G6

Between: 1000313621 ONTARIO INC Landlord

And

NIMA RAHMANI GASKAREI Tenant
MAHDI DARZI RAMANDI

1000313621 ONTARIO INC (the 'Landlord') applied for an order to terminate the tenancy and evict NIMA RAHMANI GASKAREI and MAHDI DARZI RAMANDI (the 'Tenant') because:

- The Tenant did not pay the rent that the Tenant owes.
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the number of persons living in the unit on a continuing basis is more than permitted by health, safety or housing standards.

1000313621 ONTARIO INC (the 'Landlord') applied for an order requiring NIMA RAHMANI GASKAREI and MAHDI DARZI RAMANDI (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the 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 October 16, 2025.

Only the Landlord's Agent Mahsa Sagheb attended the hearing.

As of 1:51 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for the claim for compensation in the application.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on October 20, 2025.

N5 Notice of Termination -Compensation for unpaid utilities

The Tenant failed to pay the water costs that they were required to pay under the terms of the tenancy agreement. Page 6 of the lease agreement requires the Tenant to pay electricity, heat, and water costs. This leased was signed by all parties on May 16, 2024.

4. The Landlord has incurred reasonable out-of-pocket expenses of \$2,552.44 as a result of the Tenant's failure to pay the water costs.
 - The outstanding water bills start August 29, 2024 until March 13, 2025.
5. The Landlord has proven that the Tenant failed to pay the water costs that they were required to pay under the terms of the tenancy agreement.
6. The Landlord requested to withdraw their L1 application. I consented to the request.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of October 20, 2025.
2. The Tenant shall pay to the Landlord \$2,552.44, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
3. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant must pay the Landlord is \$2,738.44.
5. If the Tenant does not pay the Landlord the full amount owing on or before January 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 17, 2026, at 4.00% annually on the balance outstanding.
6. Since the Landlord's L1 application is withdrawn, the Board's file is closed.

January 5, 2026

Date Issued

Anthony Bruno

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.