



Order under Section 69 Residential Tenancies Act, 2006

Citation: Kohan v Izaquita, 2026 ONLTB 2460

Date: 2026-01-08

File Number: LTB-L-071267-25

In the matter of: 9 CAPE BRETON CRT
RICHMOND HILL ON L4E3W4

Between: Siamak Darvishi Kohan Landlord

And

Diana Izaquita Tenant

Siamak Darvishi Kohan (the 'Landlord') applied for an order to terminate the tenancy and evict Diana Izaquita (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 5, 2025.

The Landlord's legal representative Carson Frankum 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 \$2,800.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$92.05. This amount is calculated as follows: \$2,800.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,950.00 to the Landlord since the application was filed.
6. The Tenant testified that she made an additional \$4,200.00 in payments toward the rent arrears from her daughter's bank account. Per her testimony, she paid \$1,000.00 on August 20, 2025; \$2,200 on August 22, 2025; and August 30, 2025. She did not provide any evidence beyond her own testimony, such as documentation of the payments, to support her position.

7. The Landlord's representative was not aware of any such payments being made by the Tenant and is under the belief that the amounts are still owing.
8. The Tenant has not met the evidentiary burden of proving the additional \$4,200.00 payments were made. I am not satisfied, based on her testimony alone, that the payments were made. No explanation was provided by the Tenant about why the amounts were paid from a different account or why no documentation of the payments would be available to present at the hearing. She also could not explain why the Landlord would not have received the payments.
9. As such, I find that the rent arrears owing to November 30, 2025 are \$11,538.10.
10. The Landlord collected a rent deposit of \$2,800.00 from the Tenant 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.
11. Interest on the rent deposit, in the amount of \$59.26 is owing to the Tenant for the period from January 1, 2025 to November 5, 2025.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
13. The arrears owed by the Tenant are significant, and she had only resided in the rental unit since January 2025. The payments toward the arrears that have been received by the Landlord have been sporadic and insufficient to maintain the arrears. If the tenancy is permitted to continue without payment of the arrears, the Landlord would be highly prejudiced by the growing arrears balance.
14. At the hearing, the Tenant identified an ongoing issue regarding her son being incarcerated. It is not clear how this information relates to the Tenant's ability, or lack thereof, to pay the rent arrears owing.

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:**
 - \$17,238.10 if the payment is made on or before January 19, 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 19, 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 19, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,439.09. This amount includes rent arrears owing up to the date of the hearing. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$92.05 per day for the use of the unit starting November 6, 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 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 20, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 19, 2026, then starting January 20, 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 January 20, 2026.

January 8, 2026

Date Issued

Jeremy Henderson

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 July 20, 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 19, 2026

Rent Owing To January 31, 2026	\$20,188.10
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,950.00
Total the Tenant must pay to continue the tenancy	\$17,238.10

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

Rent Owing To Hearing Date	\$12,248.35
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,950.00
Less the amount of the last month's rent deposit	- \$2,800.00
Less the amount of the interest on the last month's rent deposit	- \$59.26
Total amount owing to the Landlord	\$6,439.09
Plus daily compensation owing for each day of occupation starting November 6, 2025	\$92.05 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	