



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

**File Number:** LTB-L-081750-25

**In the matter of:** 404, 30 GODSTONE RD  
NORTH YORK ON M2J3C6

**Between:** Homestead Land Holdings Limited Landlord

**And**

Nasser Bagheri Tenant

Homestead Land Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Nasser Bagheri (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 22, 2025.

The Landlord's Representative, Ashleigh Searles, and the Tenant, Nasser Bagheri, 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 \$2,223.19. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$73.09. This amount is calculated as follows: \$2,223.19 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The parties agree that the rent arrears owing to December 31, 2025, are \$11,159.46.
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 \$2,168.25 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.
9. Interest on the rent deposit, in the amount of \$57.47 is owing to the Tenant for the period from December 1, 2024, to December 22, 2025.
10. 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.
11. The Tenant testified that he lost his job as a truck driver. The Tenant is starting a new job in January 2026. The Tenant is willing to make a payment plan. The Tenant has two children aged 6 and 10 years old. The Tenant's wife does not work due to surgery last year plus she is battling depression after the loss of her father. Being an immigrant he does not have support of family or friends. He had lived at the rental unit since 2020.
12. The Landlord is not open to a long payment plan which the Tenant is proposing. The rent arrears are substantial, and the Tenant had made no good faith payments since the arrears started. The Landlord is willing to grant the Tenant additional time to January 31, 2026. I find that to be reasonable under the circumstances.

**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:**
  - \$13,568.65 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 \$8,504.53. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$73.09 per day for the use of the unit starting December 23, 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**

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Sheena Brar  
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 January 31, 2026                           | \$13,382.65        |
| Application Filing Fee                                   | \$186.00           |
| <b>Total the Tenant must pay to continue the tenancy</b> | <b>\$13,568.65</b> |

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

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing to Hearing Date                                                                                          | \$10,544.25          |
| Application Filing Fee                                                                                              | \$186.00             |
| <b>Less</b> the amount of the last month's rent deposit                                                             | - \$2,168.25         |
| <b>Less</b> the amount of the interest on the last month's rent deposit                                             | - \$57.47            |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$8,504.53</b>    |
| Plus, daily compensation owing for each day of occupation starting December 23, 2025                                | \$73.09<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |