Order under Section 69
Residential Tenancies Act, 2006

Citation: 36 BRENTCLIFFE RENTAL GROUP INC. v MEHRI, 2026 ONLTB 3260
Date: 2026-01-14
File Number: LTB-L-083577-25

In the matter of: 610, 36 BRENTCLIFFE ROAD
EAST YORK ON M4G0E1

Between: 36 BRENTCLIFFE RENTAL GROUP INC. Landlord

And

MOHAMMADREZA MEHRI Tenant
SAFOURA AGHIGHI

36 BRENTCLIFFE RENTAL GROUP INC. (the 'Landlord') applied for an order to terminate the tenancy and evict MOHAMMADREZA MEHRI and SAFOURA AGHIGHI (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on January 5, 2026.

The Landlord's legal representative, Sean Beard, the Landlord’s agent, Amanda Boyle, and the first-named Tenant attended the hearing.

When the capitalized word “Tenant” is used in this order, it refers to all persons identified as a Tenant at the top of the order.

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 $4,385.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is $144.16. This amount is calculated as follows: $4,385.00 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 31, 2026 are $35,080.00.

7. The Landlord is entitled to $40.00 to reimburse the Landlord for administration charges the Landlord incurred as a result of 2 cheques given by or on behalf of the Tenant which were returned NSF.

8. The Landlord incurred costs of $186.00 for filing the application and is entitled to reimbursement of those costs.

9. The Landlord collected a rent deposit of $4,385.00 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.

10. Interest on the rent deposit, in the amount of $110.89 is owing to the Tenant for the period from January 1, 2025 to January 5, 2026.

Section 83 Considerations

11. The Tenant does not dispute the amount of arrears owing. The Tenant testified he is 63 years old and is in poor health. The named Tenants are a married couple. The Tenant testified his wife only works casually. The couple has 2 children aged 15 and 9 years and both have autism.

12. The Tenant stated their household income from all sources is $2,500.00 per month and that they have exhausted their lines of credit and loans trying to cover expenses. Given the Tenants' claimed household monthly income, the tenancy is not viable as the Tenants do not have enough money coming in to cover even half of the rent after purchasing food for their family of four.

13. The Tenant testified they have been trying to find alternative housing but they have been unsuccessful due to their income status and poor credit history. The Tenant also stated they need to remain in the area so their special needs children can stay in their present school.

14. The Tenants have not made any payments towards rent since September 2025 and only partial payments prior to that. The arrears owing to the Landlord are quite high. Given the current rent, if the Tenants continue with their payment history they will owe rent arrears that exceed the Board's jurisdictional limit of $50,000.00 in under 4 months. While I acknowledge the many difficulties this family faces, it is too prejudicial to the Landlord to provide the Tenant with a lengthy delay of eviction.

15. However, given the presence of the children in the unit who have special needs and considering the age and health challenges the Tenant faces, I find it appropriate to provide a short delay of eviction.

16. 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 February 15, 2026, pursuant to subsection 83(1)(b) of the Act.

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:**
   - $35,306.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

     OR

   - $39,691.00 if the payment is made on or before February 15, 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 February 15, 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 February 15, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord $27,145.91. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. 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 $144.16 per day for the use of the unit starting January 6, 2026 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 February 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 16, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 15, 2026, then starting February 16, 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 16, 2026.

<u>January 14, 2026</u>
Date Issued

Melissa Anjema
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 16, 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	$35,080.00
Application Filing Fee	$186.00
NSF Charges	$40.00
Total the Tenant must pay to continue the tenancy	**$35,306.00**

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 15, 2026

Rent Owing To February 28, 2026	$39,465.00
Application Filing Fee	$186.00
NSF Charges	$40.00
Total the Tenant must pay to continue the tenancy	**$39,691.00**

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

Rent Owing To Hearing Date	$31,415.80
Application Filing Fee	$186.00
NSF Charges	$40.00
Less the amount of the last month's rent deposit	- $4,385.00
Less the amount of the interest on the last month's rent deposit	- $110.89
Total amount owing to the Landlord	**$27,145.91**
Plus daily compensation owing for each day of occupation starting January 6, 2026 **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is $50,000.00.	$144.16 (per day)