



Order under Section 69 / 88.2 Residential Tenancies Act, 2006

Citation: RAMEZANIAN v MEMARZADEH, 2026 ONLTB 3338

Date: 2026-01-15

File Number: LTB-L-064177-25

In the matter of: MAIN FLOOR, 39 APRIL GDNS
AURORA ON L4G4R7

Between: GITY RAMEZANIAN
MEHDI ENAYATI

Landlords

And

BABAK MEMARZADEH

Tenant

Gity Ramezarian and Mehdi Enayati (the 'Landlords') applied for an order to terminate the tenancy and evict Babak Memarzadeh (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (the 'L1 Application'); and
- 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 Landlords or another tenant and has wilfully or negligently caused damage to the premises (the 'L2 Application').

This application was heard by videoconference on January 5, 2026. The Landlord, Gity Ramezarian, the Landlords' Legal Representative, Mohsen Azimi, and the Tenant attended the hearing.

Determinations:

Request to Adjourn

1. The Tenant requested an adjournment so that he could obtain legal advice. He stated that he called a legal aid clinic and registered online on or about September 25, 2025 so that he could get some legal advice. However, no one from the clinic reached out to him and he stated that he cannot afford to retain a paralegal or lawyer to obtain legal advice.
2. The request to adjourn was denied as the right to counsel is not absolute and I was not satisfied that the Tenant had taken all reasonable steps to obtain legal advice prior to the hearing as he only contacted one clinic. However, the adjournment request was heard

early in the hearing block and so the matter was stood down to give the Tenant some additional time to speak with Tenant Duty Counsel ('TDC').

3. The Tenant was able to consult with TDC and the matter was recalled and proceeded to a hearing of the merits.

Request to Amend the L2 Application to Include Utility Costs

4. The Landlords served on the Tenant and filed with the Board a request to amend the L2 Application. The amended application included a claim for costs of \$1,170.49 for utility charges the Tenant was required to pay under the lease agreement.
5. As the amendments were done in accordance with the Board's Rules of Procedure (the 'Rules') and the Tenant did not oppose the amendments requested, I granted the Landlords' request to amend the application.

L1 Application

6. The Landlords 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.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$2,624.00. It is due on the 21st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$86.27. This amount is calculated as follows: \$2,624.00 x 12, divided by 365 days.
10. The Tenant has not made any payments since the application was filed.
11. The rent arrears owing to January 20, 2026 are \$18,112.00.
12. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.
14. The Tenant disputed the arrears on the basis that he had incurred out-of-pocket costs that the Landlords had not reimbursed him for. However, as the Tenant did not serve on the Landlord and file with the Board a list of issues he intended to raise and his supporting evidence at least 7 days prior to the hearing as required by section 82 of the *Residential Tenancies Act, 2006* (the 'Act') and the Rules, I did not permit the Tenant to raise his issues. However, it was explained to the Tenant that he was free to file his own application against the Landlords.
15. Putting the Tenant's claims for monetary compensation aside, the Tenant acknowledged that there was no error in terms of the calculation of the Tenant's rent arrears.

L2 Application

16. On July 10, 2025, the Landlords gave the Tenant an N5 notice of termination, deemed served on July 11, 2025, with a termination date of August 2, 2025 (the 'N5 Notice'). In summary, the N5 Notice alleges that the Tenant failed to pay the Landlords \$1,170.49, which represents 70% of the utility charges that the Tenant was required to pay pursuant to the lease.
17. Copies of the unpaid water bills and the calculation of same were tendered as evidence. The Tenant did not dispute that he was required to pay 70% of the utility bills under the lease agreement and did not dispute that he failed to pay the water bills within seven days after receiving the N5 Notice. The Tenant also did not dispute that he has not paid these bills as of the hearing date.
18. Accordingly, the Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 Notice. Therefore, the Tenant did not void the N5 Notice in accordance with s.64(3) of the Act.
19. Based on the evidence and submissions provided, I find that the Tenant failed to pay utility charges that he was required to pay pursuant to the lease agreement and, by doing so, the Tenant has substantially interfered with the lawful rights, privileges or interests of the Landlords. I also find that the Landlords are entitled to costs of \$1,170.49 for unpaid utility charges.
20. There was no evidence to suggest that the Tenant damaged the rental unit or residential complex and non-payment of utilities is not damage. As such the allegation of wilful or negligent damage is dismissed.

Relief from Eviction / Section 83 of the Act

21. The Landlords' Legal Representative requested a standard 11-day termination order with respect to the L1 Application and termination of the tenancy and payment of the utility charges with respect to the L2 Application. He submitted that the Landlords are seniors who rely on the rental income and the payment of the utilities in order to meet their financial obligations.
22. The Tenant was not opposed to termination of the tenancy but did not intend to vacate the rental unit until June 2026, when his daughter's school finished.
23. It was the Tenant's evidence that he had been unable to pay the rent and the utilities because he had to close his manufacturing facility last year and that this significantly impacted his income. He stated that he has been doing some part-time work for clients and currently makes approximately \$3,500.00 per month. However, he stated that his child support payments are \$3,000.00 per month.
24. The Tenant was asked how he proposed to pay the rent and the rent arrears going forward. He stated that he was working on a large project and that he was in the process of obtaining grants for the project. He explained that part of the grant money would go

toward his management fees and that he expected to receive the grant money in a couple of months.

25. The Tenant proposed that he could start paying the rent and a payment toward the rent arrears in March 2026 and that he would vacate in June. Regarding the utility arrears, he stated that he could pay that amount after he vacates.
26. The Tenant requested 90 days to vacate if his payment plan proposal was denied on the basis that he has lived in the rental unit for almost five years, has joint custody of his daughter, and does not have any friends or family that he can stay with. He stated that if he was evicted earlier, it would impact his ability to see his daughter and it would impact his ability to work and continue with his current project as he needs a place to live so that he can do his work from there.
27. I considered whether the Landlords attempted to negotiate a repayment agreement with the Tenant pursuant to subsection 83(6) of the Act. The Landlords' Legal Representative submitted that he sent the Tenant two letters, on December 15, and 23, 2025, regarding the arrears and a payment plan. However, the Tenant did not respond.
28. With respect to the L2 Application, while I accept that the Tenant's conduct has substantially interfered with the Landlords' lawful rights, privileges or interests of the Landlords, I do not find that this warrants eviction as the amount claimed is relatively low and can be cured with payment of the utility arrears. Accordingly, I find a conditional order appropriate with respect the L2 Application, which conditions are set out in the order below.
29. With respect to the L1 Application, I do not find the payment plan proposed by the Tenant to be appropriate in the circumstances as his current income does not support the plan proposed and the evidence provided with respect to his future income was vague and it was unclear when he would receive it and how much he would receive each month.
30. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act as it would be prejudicial to the Landlords. I also find that a delay of eviction of 90 days would be prejudicial to the Landlords as the Tenant has failed to pay the rent for several months and his current income is not sufficient to pay the rent and cover his other expenses. As such, I find it likely that further arrears will accrue if the requested delay is granted.
31. That said, I do find some delay to be appropriate in the circumstances as the Tenant has a young daughter that he shares custody of and I accept that early eviction could negatively impact his work and, as a result, his income.
32. Accordingly, I have considered all of the disclosed circumstances 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. This will give the Tenant some additional time to either void this order or find a new home and move out.

It is ordered that:

L1 Application

1. The tenancy between the Landlords 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 Landlords or to the LTB in trust:**
 - \$18,298.00 if the payment is made on or before January 20, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$20,922.00 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 Landlords \$17,054.32. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlords compensation of \$86.27 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 Landlords 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 Landlords 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 Landlords on or after February 16, 2026.

L2 Application

10. If the Tenant voids the L1 portion of this order, the tenancy between the Landlords and the Tenant continues if the Tenant meets the conditions set out below.
11. The Tenant shall pay to the Landlords \$1,170.49 on or before February 28, 2026.

12. If the Tenant fails to comply with the conditions set out in paragraph 11 of this order, the Landlords may apply under section 78 of the Act for an order terminating the tenancy and evicting the Tenant. The Landlords must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
13. If the Tenant does not pay the Landlords the full amount owing under paragraph 11 of this order on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

January 15, 2026
Date Issued

Rachel Gibbons
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 20, 2026

Rent Owing to January 20, 2026	\$18,112.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$18,298.00

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 20, 2026	\$20,736.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$20,922.00

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

Rent Owing to Hearing Date	\$16,868.32
Application Filing Fee	\$186.00
Total amount owing to the Landlords	\$17,054.32
Plus daily compensation owing for each day of occupation starting January 6, 2026	\$86.27 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	