



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-094676-25

In the matter of: 505, 7 KENASTON GDNS
NORTH YORK ON M2K0E9

Between: KMGR REALTY HOLDINGS INC.

Landlord

And

ALIREZA KARGAR-TABRIZI

Tenant

KMGR REALTY HOLDINGS INC. (the 'Landlord') applied for an order to terminate the tenancy and evict ALIREZA KARGAR-TABRIZI (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

The application was scheduled to be heard by video conference on January 7, 2026. The Landlord was represented by Arash Jazayeri and the Tenant was present. Prior to the hearing, the parties elected to participate in LTB facilitated mediation with the assistance of Helen Giannini, a Dispute Resolution Officer and Hearing Officer, with the Landlord and Tenant Board. As a result of the resolution discussion, the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the terms and consequences of their consent.

The Parties agreed:

L1 Application – Non-Payment of Rent

- a. The Landlord served the Tenant with a 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.
- b. As of the hearing date, the Tenant was still in possession of the rental unit.
- c. The lawful rent is \$2,070.00. The rent is due on the 1st day of each month.
- d. The rent arrears owing by the Tenant up to and including January 31, 2026, including the \$186.00 application filing fee are \$8,362.00.

- e. Based on the Monthly rent, the daily rent/compensation is \$68.05. This amount is calculated as follows: \$2,070.00 x 12, divided by 365 days.
- f. The Landlord collected a rent deposit of \$1,845.00 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.
- g. The Tenant will make a payment towards the rent arrears in the amount of \$200.00 on January 7, 2026, and a payment of \$200.00 on January 8, 2026.

L2 Application – Persistent Late Payment of Rent

- h. The Landlord filed an L2 Application alleging that the Tenant has persistently failed to pay the rent on the date it was due.

It is ordered on consent that:

L1 Application – Non-Payment of Rent

- 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:**
 - \$10,432.00 if the payment is made on or before February 28, 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 28, 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 28, 2026.**
- 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,760.52. 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. If the unit is not vacated on or before February 28, 2026, then starting March 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
- 7. 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 March 1, 2026.

L2 Application – Persistent Late Payment of Rent

8. The Tenant shall pay the Landlord the monthly rent due on or before the first day of the month for the period, of and including February 1, 2026, to January 1, 2027.
9. If the Tenant fails to make any of the payments in paragraph 8 above, the Landlord may apply under section 78 of the Act, within 30 days of the breach and without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant.

January 14, 2026

Date Issued

Helen Giannini

Hearings Officer, 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 of the Tenant expires on September 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 February 28, 2026

Rent Owing To February 28, 2026	\$10,246.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,432.00

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

Rent Owing To Hearing Date	\$6,582.35
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,845.00
Less the amount of the interest on the last month's rent deposit	- \$162.83
Total amount owing to the Landlord	\$4,760.52
Plus daily compensation owing for each day of occupation starting January 8, 2026	\$68.05 (per day)