



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-086320-25

In the matter of: 36 WEBSTER DR
AURORA ON L4G2A5

Between: Michael Pietrangelo Landlord

And

Pegah Ziaei Gargani Tenants
Mehdi Zehtabian

Michael Pietrangelo (the 'Landlord') applied for an order to terminate the tenancy and evict Pegah Ziaei Gargani and Mehdi Zehtabian (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 6, 2026.

The Landlord, the Landlord's Representative, Peter Sales, and the Tenants attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$3,900.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$128.22. This amount is calculated as follows: \$3,900.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to January 14, 2026, are \$30,995.08.
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 \$3,900.00 from the Tenants 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. 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 Tenants and find that it would not be unfair to postpone the eviction until March 16, 2026 pursuant to subsection 83(1)(b) of the Act.
10. The Tenants acknowledged the rent arrears and also could not identify resources to be used to pay the rent going forward. Given this, a payment plan is not viable in these circumstances and the tenancy must come to an end (unless this order is voided by the Tenants).
11. However, the Tenants cited personal circumstances that warrant relief from eviction in the form of a delay.
12. Mr. Zehtabian testified that he and his wife are currently housing and providing round-the-clock care to his wife's father, who is terminally ill. Their two-year-old child also resides in the rental unit. While any delay to the termination of the tenancy does prejudice the Landlord, the Tenants' circumstances are extraordinary. Being forced to move immediately could have devastating consequences for the family residing in the rental unit.
13. The Landlord testified at the hearing that the unpaid rent is causing him financial strain and that he is having to borrow from a line of credit to meet the carrying costs of the rental unit.
14. The Tenants acknowledged that they would have to vacate the rental unit and sought a delay until March 16, 2026. In my view, this timeline balances the Tenants' interest in securing new housing for their family in a trying time with the Landlord's right to collect the rent owing to them. As such, I have postponed the eviction date in this order until March 16, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$31,181.08 if the payment is made on or before January 14, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$35,081.08 if the payment is made on or before February 14, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$38,981.08 if the payment is made on or before March 14, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$42,881.08 if the payment is made on or before March 16, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after March 16, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
 4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before March 16, 2026.**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$26,255.32. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
 6. The Tenants shall also pay the Landlord compensation of \$128.22 per day for the use of the unit starting January 7, 2026, until the date the Tenants move out of the unit.
 7. If the Tenants do not pay the Landlord the full amount owing on or before March 16, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 17, 2026, at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before March 16, 2026, then starting March 17, 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 March 17, 2026.

January 16, 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 September 17, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before January 14, 2026

Rent Owing to January 14, 2026	\$30,995.08
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$31,181.08

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before February 14, 2026

Rent Owing to February 14, 2026	\$34,895.08
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$35,081.08

C. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before March 14, 2026

Rent Owing to March 14, 2026	\$38,795.08
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$38,981.08

D. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before March 16, 2026

Rent Owing to April 14, 2026	\$42,695.08
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$42,881.08

E. Amount the Tenants must pay if the tenancy is terminated

Rent Owing to Hearing Date	\$29,969.32
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,900.00
Total amount owing to the Landlord	\$26,255.32
Plus, daily compensation owing for each day of occupation starting January 7, 2026	\$128.22 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	