



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

File Number: LTB-L-085682-25

In the matter of: 4110, 325 YORKLAND BLVD
NORTH YORK ON M2J0H8

Between: Parkside Square (Phase 2) Inc. Landlord

And

Shahram Ataei Malayer Tenant

Parkside Square (Phase 2) Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Shahram Ataei Malayer (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 15, 2026.

The Landlord's legal representative, Natasha Mizzi, the Landlord's agent, Iana Klymenok and the Tenant 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 \$3,187.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$104.78. This amount is calculated as follows: \$3,187.00 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 \$14,610.00.
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 \$3,187.00 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.
9. Interest on the rent deposit, in the amount of \$64.54 is owing to the Tenant for the period from January 29, 2025 to January 15, 2026.

Relief from eviction

10. The Landlord requested a standard eviction order effective 11 days after the order is issued. The Landlord submitted that the Tenant has made no payments toward the rent arrears since the application was filed, that the arrears are substantial, and that they continue to increase. The Landlord's legal representative further submitted that the Landlord previously entered into payment arrangements with the Tenant, but the Tenant failed to comply with those arrangements.
11. The Tenant testified that he did not pay the rent and that arrears accrued because of a maintenance issue involving a burst pipe, which allegedly damaged amenities the Tenant relied on for work. The Tenant testified that, as a result of this incident, he was unable to work and lost a contract. The Tenant stated that the incident occurred on October 16, 2025. I do not accept this testimony. The evidence before me establishes that the Tenant fell into rent arrears beginning in July 2025. The burst pipe incident, by the Tenant's own testimony, occurred several months later, after the N4 notice was served and after the Landlord filed this application. As such, the Tenant's explanation cannot account for the initial accrual of arrears and is inconsistent with the timeline of events.
12. The Tenant sought to enter into a payment plan and testified regarding his monthly income. He initially testified that his income was the sole household income, as his wife was ill and not working. After reviewing the Tenant's evidence regarding his income and expenses, it was apparent that his income was insufficient to support the proposed payment plan. At that point, the Tenant altered his testimony and stated that his wife was in receipt of income support. This change in testimony further undermines the reliability of the Tenant's evidence.
13. Based on the inconsistencies in the Tenant's testimony, including the implausible explanation for the cause of the arrears and the contradictory evidence regarding household income, I find the Tenant's testimony to be not credible. I therefore place little weight on the Tenant's evidence when considering the issues before me.
14. Although I am satisfied that the Landlord is entitled to an eviction order, I find it appropriate to grant the Tenant a minimal delay in the termination of the tenancy. 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 28, 2026 pursuant to subsection 83(1)(b) of the Act, including the significant rent arrears, the Tenant's failure to make any payments since the application was filed, and the lack of a viable payment plan. I have also considered the fact that eviction will result in the loss of the Tenant's housing. Balancing these factors, I find that a short delay is warranted but that a longer postponement would be unfair to the Landlord, who has not received rent for an extended period of time. Accordingly, the tenancy will terminate on

February 28, 2026, which provides the Tenant with limited additional time to secure alternative accommodation while minimizing further prejudice to the Landlord if he is unable to void this order.

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:**

- \$14,796.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$17,983.00 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 \$9,929.16. 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 \$104.78 per day for the use of the unit starting January 16, 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 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.
 8. 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.

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 1, 2026.

January 26, 2026

Date Issued

Christina Philp

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 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	\$14,610.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$14,796.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026

Rent Owing To February 28, 2026	\$17,797.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$17,983.00

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

Rent Owing To Hearing Date	\$12,994.70
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,187.00
Less the amount of the interest on the last month's rent deposit	- \$64.54
Total amount owing to the Landlord	\$9,929.16
Plus daily compensation owing for each day of occupation starting January 16, 2026	\$104.78 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	