



Order under Section 69 Residential Tenancies Act, 2006

Citation: Morguard NAR Canada Limited Partnership v Ahmadi, 2026 ONLTB 8254

Date: 2026-01-30

File Number: LTB-L-090170-25

In the matter of: 1216, 49 THORNCLIFFE PARK DR
TORONTO ON M4H1J6

Between: Morguard NAR Canada Limited Partnership Landlord

And

Ahmad Ali Ahmadi Tenant

Morguard NAR Canada Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Ahmad Ali Ahmadi (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, Natalia Abiniakine, 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 \$1,947.72. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$64.03. This amount is calculated as follows: \$1,947.72 x 12, divided by 365 days.
5. At the hearing, the Landlord's Legal Representative confirmed that \$49.09 was credited towards the arrears on the Tenant's account as interest paid on the last month's rent deposit.
6. The parties agreed that the Tenant made two payments on January 12, 2026, totaling \$5,934.33, but the payments had not cleared as of the date of the hearing.

7. Therefore, this order will reflect both independent totals for the purposes of voiding the order. In the case the January 12, 2026 payments do not clear, the total the Tenant has paid to the Landlord since the application was filed is \$49.09. Should the January 12, 2026 payments clear, then the total the Tenant has paid to the Landlord since the application was filed is \$5,983.42.
8. The rent arrears owing to January 31, 2026 are therefore \$13,385.53, in the event the January 12, 2026 payments do not clear, or \$7,451.20 if they do clear.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,978.11 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.
11. Interest on the rent deposit, in the amount of \$184.89 is owing to the Tenant for the period from March 1, 2022 to January 15, 2026.

Relief from Eviction:

12. 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 Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
13. The Tenant testified that he is unemployed but does Uber shift work. The Tenant confirmed he does not receive any social/government benefit payments. The Tenant's brother currently lives in the unit and assists with rent, but the Tenant could not account for why no payments were made to the Landlord in those circumstances between July 1, 2025 and January 11, 2026. The Tenant also did not specify how much or how often his brother financially contributes.
14. The Tenant wishes to preserve the tenancy and proposed a payment plan of \$300.00 to \$500.00 per month in addition to the rent.
15. The Landlord requests a standard eviction order as they do not believe the tenancy is sustainable. The Tenant has no steady employment, and the payment plan would take anywhere from 15 to 25 months to complete in the best-case scenario, causing further financial prejudice to the Landlord.
16. Having considered the parties' evidence and submissions, particularly the Tenant's financial situation and lack of good faith payments until January 12, 2026, I do not find a conditional order appropriate in the circumstances. I have also considered the Tenant's personal and financial circumstances for the possibility of postponing the eviction but find that to extend the termination date of the tenancy would increase the prejudice to the Landlord given the lack of good faith payments for such a long period, the mounting arrears, and impending rent for February 2026. Therefore, I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.

In the Event the January 12, 2026 Payments DO NOT Clear:

2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$13,571.53 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$15,519.25 if the payment is made on or before February 10, 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 10, 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 10, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,421.26. 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.

In the Event the January 12, 2026 Payments Clear:

6. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$7,637.20 if the payment is made on or before January 31, 2026. See Schedule 2 for the calculation of the amount owing.

OR

- \$9,584.92 if the payment is made on or before February 10, 2026. See Schedule 1 for the calculation of the amount owing.
7. 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 10, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.

8. **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 10, 2026.**
9. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,486.93. 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.
10. The Tenant shall also pay the Landlord compensation of \$64.03 per day for the use of the unit starting January 16, 2026 until the date the Tenant moves out of the unit.
11. If the Tenant does not pay the Landlord the full amount owing on or before February 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 11, 2026 at 4.00% annually on the balance outstanding.
12. If the unit is not vacated on or before February 10, 2026, then starting February 11, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
13. 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 11, 2026.

January 30, 2026
Date Issued

Fotoula Hatzantonis
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 11, 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 WHERE JANUARY 12, 2026 PAYMENTS DO NOT CLEAR

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	\$13,434.62
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$49.09
Total the Tenant must pay to continue the tenancy	\$13,571.53

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 10, 2026

Rent Owing To February 28, 2026	\$15,382.34
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$49.09
Total the Tenant must pay to continue the tenancy	\$15,519.25

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

Rent Owing To Hearing Date	\$12,447.35
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$49.09
Less the amount of the last month's rent deposit	- \$1,978.11
Less the amount of the interest on the last month's rent deposit	- \$184.89
Total amount owing to the Landlord	\$10,421.26
Plus daily compensation owing for each day of occupation starting January 16, 2026	\$64.03 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

Schedule 2
SUMMARY OF CALCULATIONS WHERE JANUARY 12, 2026 PAYMENTS CLEAR

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	\$13,434.62
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,983.42
Total the Tenant must pay to continue the tenancy	\$7,637.20

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 10, 2026

Rent Owing To February 28, 2026	\$15,382.34
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,983.42
Total the Tenant must pay to continue the tenancy	\$9,584.92

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

Rent Owing To Hearing Date	\$12,447.35
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,983.42
Less the amount of the last month's rent deposit	- \$1,978.11
Less the amount of the interest on the last month's rent deposit	- \$184.89
Total amount owing to the Landlord	\$4,486.93
Plus daily compensation owing for each day of occupation starting January 16, 2026	\$64.03 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	