



Order under Section 69 Residential Tenancies Act, 2006

Citation: Toma v Sedigh, 2026 ONLTB 8351

Date: 2026-01-23

File Number: LTB-L-097339-25

In the matter of: 48 Barrow
Bradford ON L3Z0W1

Between:	Olivera Toma	Landlord
	and	
	Samira Pour Sedigh	Tenant

Olivera Toma (the 'Landlord') applied for an order to terminate the tenancy and evict Samira Pour Sedigh (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 21, 2026.

The Landlord's Agent, Morres Chelebi, 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. The Landlord submitted an unsigned certificate of service indicating that the N4 Notice was served on the Tenant by courier on November 4, 2025. A document sent by courier is deemed served on the next day, which is not a holiday which, in this case, is November 5, 2025. The Landlord testified that she was the one who served the document and confirmed that she did send it by courier on November 4, 2025, as stated in the certificate of service.
3. Section 59(1) of the *Residential Tenancies Act, 2006* (the 'Act') requires the termination date in an N4 Notice to be a minimum of 14 days from when the notice is given to the tenant. In this case, the Landlord's N4 Notice only provided the Tenant with 9 days' notice, contrary to section 59(1) of the Act. I therefore find that the N4 Notice is invalid.
4. After I had orally communicated my determination that the N4 notice is defective at the hearing, the Landlord advised that he sought an order for arrears only.

5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$3,400.00. It is due on the 1st day of each month.
7. It was undisputed that the Tenant has paid \$6,800.00 to the Landlord since the application was filed.
8. It was also undisputed that the rent arrears owing to January 31, 2026 are \$6,800.00.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Tenant requested that the accrual of interest be delayed to March 20, 2026, to give her a chance to pay the balance owing without the accrual of interest. The Landlord's Agent requested that interest accrue immediately because the Landlord has experienced heartache and incurred late fees for the mortgage on the property.
11. Interest on the balance owing is not intended to reimburse the Landlord for expenses the Landlord may have incurred. Considering the circumstances, I find it reasonable to delay the accrual of interest until March 20, 2026.

It is ordered that:

1. The Tenant shall pay to the Landlord \$6,986.00. This amount includes the rent arrears owing up to January 31, 2026 and the cost of filing the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before March 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 21, 2026 at 4.00% annually on the balance outstanding.

January 23, 2026
Date Issued

Candace Aboussafy
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.