



Order under Section 69 Residential Tenancies Act, 2006

Citation: Homestead Land Holdings Limited v Haidari, 2026 ONLTB 9265

Date: 2026-02-03

File Number: LTB-L-093143-25

In the matter of: 1606, 30 GODSTONE RD
NORTH YORK ON M2J3C6

Between: Homestead Land Holdings Limited Landlord

And

Laila Haidari Tenant
Mohammad Khalil Pajhwak

Homestead Land Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Laila Haidari and Mohammad Khalil Pajhwak (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 26, 2026.

The Landlord's Legal Representative Ashleigh Searles and the Tenant Mohammad Khalil Pajhwak attended the hearing.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

The Tenant's request to reschedule the hearing

1. At the start of the hearing, the Tenant requested an adjournment on the basis that they were participating from a public location using public internet and there was background noise. The Tenant also stated that they do not currently have internet access at home.
2. The Landlord opposed the request. After considering the Tenant's submissions and the circumstances of the proceeding, I denied the request. In my view, the Tenant did not establish a sufficient basis to reschedule the hearing. While I accept the Tenant's participation was not ideal, the Tenant had notice of the hearing and was responsible for taking reasonable steps to participate from a location that would allow them to hear and respond.

3. I also considered the prejudice to the Landlord if the matter were adjourned. The Landlord's application involves significant rent arrears and the Landlord's evidence was that no rent has been paid since the application was filed. In these circumstances, I was not satisfied that it would be appropriate to delay the proceeding further.

The Landlord's application for rent arrears

4. 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.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$2,044.87. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$67.23. This amount is calculated as follows: $\$2,044.87 \times 12$, divided by 365 days.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to January 31, 2026 are \$20,149.48. This was uncontested at the hearing.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$2,048.56 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.
12. Interest on the rent deposit, in the amount of \$13.91 is owing to the Tenant for the period from October 1, 2025 to January 26, 2026.

Relief from eviction

13. The Tenant requested relief from eviction. The Tenant stated that it is winter, their spouse is experiencing trauma and has mental health supports, requires medication, and has diabetes. The Tenant asked to remain in the rental unit and proposed that they would start paying rent at the end of February 2026. The Tenant further stated that they are applying for OSAP and other financial assistance, and that they may be able to make payments toward the arrears beginning in April 2026. The Tenant also testified that they are unemployed, looking for work, and currently receiving Ontario Works.
14. I considered the Tenant's request and all of the disclosed circumstances. However, I am not satisfied that the Tenant demonstrated a realistic or reliable plan to pay the lawful rent in full and on time going forward, or to repay the rent arrears within a reasonable period. The Tenant's proposal was based primarily on future, uncertain funding sources, including OSAP and other financial aid, which had not yet been approved.

15. The Tenant also acknowledged that they have not been able to pay rent because their household income is limited and does not cover their daily living expenses. The Landlord's evidence was that the tenancy began on October 1, 2024, there have already been multiple applications for significant arrears, and no rent has been paid since March 2025. The rent arrears were already in excess of \$20,000.00 as of the hearing date.
16. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. In these circumstances, I find the Tenant did not establish that they are willing or able to maintain the tenancy by paying rent as it becomes due and owing, or to make meaningful progress toward repayment of the arrears. Granting relief would therefore result in the arrears continuing to increase and would unfairly prejudice the Landlord.

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:**
 - \$22,380.35 if the payment is made on or before February 14, 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 14, 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 14, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$17,976.12. 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 \$67.23 per day for the use of the unit starting January 27, 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 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 15, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 14, 2026, then starting February 15, 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 February 15, 2026.

February 3, 2026
Date Issued

Kyle Anderson
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 15, 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 14, 2026

Rent Owing To February 28, 2026	\$22,194.35
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$22,380.35

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

Rent Owing To Hearing Date	\$19,852.59
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,048.56
Less the amount of the interest on the last month's rent deposit	- \$13.91
Total amount owing to the Landlord	\$17,976.12
Plus daily compensation owing for each day of occupation starting January 27, 2026	\$67.23 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	