



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

File Number: LTB-L-088829-25

In the matter of: 2B (BSMT), 446 TAYLOR MILLS DR S
RICHMOND HILL ON L4C 2T4

Between: Syrus Farzami Landlord

and

George Rose Tenant

Syrus Farzami (the 'Landlord') applied for an order to terminate the tenancy and evict George Rose (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 5, 2026.

The Landlord and his representative, Arash Boorboor, together with the Tenant and his representative, Ali Golabgir, attended the hearing.

Determinations:

Preliminary issue

1. During the hearing the Tenant's representative raised an issue regarding the service of the Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant testified that the N4 Notice was not handed to him on October 2, 2025, but left outside of his door. The Tenant's representative argued that I find the service to be invalid because he indicated it was not in accordance with the Board's Rules of Procedure.
2. Although I acknowledge the Tenant's objection regarding the service he also testified that the N4 Notice came to his attention 14 days before the termination date set out in the N4 Notice.
3. Subsection 191(2) of the *Residential Tenancies Act, 2006* (the 'Act'), provides:

(2) A notice or document that is not given in accordance with this section shall be deemed to have been validly given if it is proven that its contents actually came to the attention of the person for whom it was intended within the required time period.

4. In this case, I find that the N4 Notice came to the attention of the Tenant within the required period. Further, the Tenant attended at the hearing with a legal representative who assisted him in responding to the Landlord's application.

Rental Arrears

5. 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.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$1,330.00. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$43.73. This amount is calculated as follows: \$1,330.00 x 12, divided by 365 days.
9. It is not in dispute that the Tenant has paid \$4,350.00 to the Landlord since the application was filed and that the rent arrears owing to January 31, 2026, are \$2,300.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction

11. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
12. The parties previously negotiated a private repayment plan for the arrears. The Landlord sought an eviction order for termination and eviction with 11 days for the Tenant to pay off all outstanding amounts and void the order.
13. While the Landlord objected to the Board ordering a payment plan and submits that the tenancy is no longer viable, I find that it would not be unfair to grant relief from eviction. Although the Tenant did not file any documentary evidence regarding their monthly income and expenses, I found the testimony of George Rose to be credible and accept that he can pay the arrears by the end of July, while also paying the new rent as it comes due.
14. The Tenant has paid \$4,350.00 since the application was filed and have brought the arrears down significantly to \$2,300.00. I am satisfied that the Tenant is able to make payments towards the arrears while continuing to pay the ongoing rent. The payment plan also provides the Landlord with a clear schedule for repayment and an enforcement mechanism in the event of a default.

It is ordered that:

1. The Tenants shall pay to the Landlords \$2,486.00 for arrears of rent up to January 31, 2026, which includes the filing fee of \$186.00.
2. The Tenants shall pay to the Landlords the amount set out in paragraph 1 in accordance with the following schedule:

Date of Payment	Payment Amount
February 28, 2026	\$414.33
March 28, 2026	\$414.33
April 28, 2026	\$414.33
May 28, 2026	\$414.33
June 28, 2026	\$414.33
July 28, 2026	\$414.35

3. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period February 1, 2026, to July 31, 2026, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenants fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenants to the Landlords pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlords may, without notice to the Tenants, apply to the Board within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after January 31, 2026.

January 29, 2026**Date Issued**_____
Adeela Alvez

Member, Landlords 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.