



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

File Number: LTB-L-094094-25

In the matter of: 1904, 225 DAVISVILLE AVE
TORONTO ON M4S1G9

Between: Greenrock Limited Partnership Landlord

And

SEPIDEH FAZELI Tenant

Greenrock Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict SEPIDEH FAZELI (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 27, 2026.

The Landlord's representative S. Harris 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 Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on November 30, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$1,890.79. It was due on the 1st day of each month.
5. The Tenant has paid \$1,891.00 to the Landlord since the application was filed.
6. The rent arrears owing to November 30, 2025 are \$1,890.58.
7. The Landlord collected a rent deposit of \$1,799.67 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.

8. Interest on the rent deposit, in the amount of \$41.17 is owing to the Tenant for the period from January 1, 2025 to November 30, 2025.
9. I have declined to order the application filing fee of \$186.00. After receipt of the Form N4, the Tenant emailed the Landlord at the end of October 2025 seeking to vacate the rental unit on November 15, 2025, however the Landlord mistakenly advised by the Tenant that earliest possible termination date was November 30, 2025. Consequently, the Tenant remained in the rental unit for an additional 15 days resulting in rent that should not otherwise have accrued, as the Tenant had the right to vacate pursuant to the Form N4 notice on the requested date. Consequently, I have declined to order the application filing fee.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of November 30, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$49.74. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. 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.

February 3, 2026
Date Issued

Peter Nicholson
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$3,781.58
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,891.00
Less the amount of the last month's rent deposit	- \$1,799.67
Less the amount of the interest on the last month's rent deposit	- \$41.17
Total amount owing to the Landlord	\$49.74