



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

File Number: LTB-L-090039-25

In the matter of: Room #5, 3833 Finch Ave E.
Whitby ON M1T3E8

Between: Venus Shahveisi Landlords
Mohammad Yazdinia

And

Peter Sakatos Panagiotis Tenant

Venus Shahveisi and Mohammad Yazdinia (the 'Landlords') applied for an order to terminate the tenancy and evict Peter Sakatos Panagiotis (the 'Tenant') because:

- The Tenant did not pay the rent that the Tenant owes (hereafter referred to as the 'L1 Application').
- The Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another tenant (hereafter referred to as the 'L2 Application').

The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date

This application was heard by videoconference on February 2, 2026.

Only the Landlords and the Landlords' Legal Representative, Naseer Ahmed, attended the hearing.

As of 9:21am, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlords' evidence.

Determinations:

L2 Application

1. The Landlords sought the permission of the Board to amend their application as they no longer sought an order terminating the tenancy on the basis that the Tenant, another occupant of the rental unit, or someone the Tenant permitted in the residential complex, substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another tenant.
2. Pursuant to subsection 200(1) of the *Residential Tenancies Act*, 2006 (the 'Act') and Rule 15 of the Board's *Rules of Procedure*, I granted the amendment request.

L1 Application

a) Arrears of Rent

3. The Landlords 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.
4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$1,000.00. It is due on the first (1st) day of each month.
6. Based on the monthly rent, the daily rent/compensation is \$32.88. This amount is calculated as follows: \$1,000.00 x 12, divided by 365 days.
7. The Tenant has not made any payments since the application was filed.
8. The rent arrears owing to February 28, 2026, are \$7,000.00.
9. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlords collected a rent deposit of \$1,000.00 from the Tenant and this deposit is still being held by the Landlords. 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 \$13.41 is owing to the Tenant for the period from June 15, 2025, to February 2, 2026.

b) Relief From Eviction

12. The Landlords sought the termination of the tenancy due to the increasing amount of the rent arrears. The Landlords rely on the rent payments from the Tenant in order to pay for the expenses related to the rental unit and the residential complex, including the mortgage. The lack of payment from the Tenant is therefore causing a financial strain on the Landlords.

13. The Landlords have attempted to negotiate with the Tenant an agreement including terms of payment for the Tenant's arrears, but the Tenant was not responsive to the Landlords' overtures.
14. The Tenant was not present to submit their circumstances for the Board to consider delaying or denying the eviction, and the Landlords were unaware of any factors to consider with respect to relief from eviction.
15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including whether the Landlords attempted to negotiate a repayment agreement with the Tenant, along with the Tenant's payment history since the filing of the application, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
16. Indeed, the Tenant has failed to make a single payment towards the arrears of rent or the ongoing rent since the filing of the application, and the arrears of rent have more than doubled since then.
17. The Landlords should no longer have to bear the burden of the Tenant's failure to pay the monthly rent. I have therefore terminated the tenancy in accordance with the terms set out below.

It is ordered that:

L1 Application

1. Pursuant to the L1 Application, the tenancy between the Landlords 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 Landlords or to the LTB in trust:**
 - \$7,186.00 if the payment is made on or before February 17, 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 17, 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 17, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlords \$5,238.35. 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 Landlords owe 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 Landlords compensation of \$32.88 per day for the use of the unit starting February 3, 2026, until the date the Tenant moves out of the unit.

7. If the Tenant does not pay the Landlords the full amount owing on or before February 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 18, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 17, 2026, then starting February 18, 2026, the Landlords 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 Landlords on or after February 18, 2026.

L2 Application

10. The L2 Application is dismissed, as withdrawn.

February 6, 2026
Date Issued

Alexandre Traboulsi
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 18, 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 17, 2026

Rent Owing To February 28, 2026	\$7,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,186.00

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

Rent Owing To Hearing Date	\$6,065.76
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,000.00
Less the amount of the interest on the last month's rent deposit	- \$13.41
Total amount owing to the Landlords	\$5,238.35
Plus daily compensation owing for each day of occupation starting February 3, 2026	\$32.88 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	