



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-098574-25

In the matter of: 2, 595 GORHAM ST
NEWMARKET ON L3Y1L1

Between: Mohammad-Amin Azad-Armaki Landlord

And

SAMMANATHA TANNEY Tenants
CHRISTOPHER DENNY

Mohammad-Amin Azad-Armaki (the 'Landlord') applied for an order to terminate the tenancy and evict SAMMANATHA TANNEY and CHRISTOPHER DENNY (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

Only the Landlord attended the hearing.

As of 10:40 a.m., the Tenants were 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 Landlord's evidence.

Determinations:

Preliminary Issue: N4 Notice Validity

1. At the hearing, the Landlord clarified the Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) they were relying on for their application has a termination date of October 31, 2025. The Landlord then testified as to his personal service of the N4 Notice, allotting for the required notice period per subsection 59(1)(b) of the *Residential Tenancies Act, 2006* ('Act'), thereby confirming that service was valid.
2. Nonetheless, there was an issue with the end of the rental periods claimed on the notice. The Landlord confirmed the rent is due on the 15th day of each month, which means the end of the rental period is the 14th day of each month, yet the N4 Notice listed each rental period ending on the 15th day. The Landlord clarified that this was a good faith error on his part, and the Tenants never communicated any confusion regarding the contents of the N4 Notice. Given the uncontested submissions before me and the good faith nature of the

error in the notice, I am satisfied that the N4 Notice is substantially compliant with the *Residential Tenancies Act, 2006*, per section 212 of the Act.

L1 Application:

3. The Tenants did not void the N4 Notice by paying the amount of rent arrears owing by the termination date in the notice or before the date the application was filed.
4. As of the hearing date, the Tenants were still in possession of the rental unit.
5. The lawful rent is \$2,450.00. It is due on the 15th day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$80.55. This amount is calculated as follows: \$2,450.00 x 12, divided by 365 days.
7. The Tenants have paid \$3,500.00 to the Landlord since the application was filed.
8. At the hearing, the Landlord requested to amend the application to account for an additional \$50.00 credit to the Tenants during the arrears period claimed. Given that this would benefit rather than prejudice the Tenants, the request was granted, and the application was amended accordingly.
9. The rent arrears owing to February 14, 2026 are therefore \$5,750.00.
10. The Landlord collected a rent deposit of \$1,900.00 from the Tenants 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.
11. Interest on the rent deposit, in the amount of \$105.28 is owing to the Tenants for the period from November 1, 2023 to February 2, 2026.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including the Landlord's attempts to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenants were also not present, though properly served with a notice of hearing, to provide any submissions for why or how the tenancy should be preserved.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$5,750.00 if the payment is made on or before February 14, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$8,200.00 if the payment is made on or before February 21, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after February 21, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
 4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before February 21, 2026.**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$2,825.17. This amount includes rent arrears owing up to the date of the hearing. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
 6. The Tenants shall also pay the Landlord compensation of \$80.55 per day for the use of the unit starting February 3, 2026 until the date the Tenants move out of the unit.
 7. If the Tenants do not pay the Landlord the full amount owing on or before February 21, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 22, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before February 21, 2026, then starting February 22, 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 22, 2026.

February 10, 2026

Date Issued

Fotoula Hatzantonis

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 22, 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 Tenants 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 14, 2026	\$9,250.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$3,500.00
Total the Tenants must pay to continue the tenancy	\$5,750.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before February 21, 2026

Rent Owing To March 14, 2026	\$11,700.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$3,500.00
Total the Tenants must pay to continue the tenancy	\$8,200.00

C. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$8,330.45
Less the amount the Tenants paid to the Landlord since the application was filed	- \$3,500.00
Less the amount of the last month's rent deposit	- \$1,900.00
Less the amount of the interest on the last month's rent deposit	- \$105.28
Total amount owing to the Landlord	\$2,825.17
Plus daily compensation owing for each day of occupation starting February 3, 2026	\$80.55 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	