



Order under Section 69 Residential Tenancies Act, 2006

Citation: Richmond Hill Apartments Holdings Inc c/o Quadreal Residential Properties GP In v
Motaghi Golshan, 2026 ONLTB 13420

Date: 2026-02-11

File Number: LTB-L-093975-25

**In the matter
of:** 803, 15 BAIF BLVD
RICHMOND HILL ON L4C5N7

Between: Richmond Hill Apartments Holdings Inc c/o Quadreal Landlord
Residential Properties GP In

And

Hamed Motaghi Golshan Tenants
Mina Sayari

Richmond Hill Apartments Holdings Inc c/o Quadreal Residential Properties GP In (the 'Landlord') applied for an order to terminate the tenancy and evict Hamed Motaghi Golshan and Mina Sayari (the 'Tenants') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

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

The Landlord's legal representative, Faith McGregor, the Tenants and the Tenants' legal representative, Nnonyechi Okenwa, 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:

1. The Tenant filed issues they wanted to raise pursuant to section 82(1) of the Residential Tenancies Act, 2006 (the 'Act'). At the outset of the hearing the Tenant's legal representative submitted that the Tenant has filed a T6 application for the same issues. The Tenant's legal representative submitted that the Tenant is abandoning their section 82 claims and will proceed with a separate hearing before the Board in relation to their T6 application.

2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$3,151.86. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$103.62. This amount is calculated as follows: $\$3,151.86 \times 12$, divided by 365 days.
6. The Tenant has paid \$6,303.72 to the Landlord since the application was filed.
7. It was undisputed that the rent arrears owing to February 28, 2026, are \$9,372.37.
8. The Landlord is entitled to \$20.00 to reimburse the Landlord for administration charges the Landlord incurred as a result of 1 cheque given by or on behalf of the Tenant which was returned NSF.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$3,075.00 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.
11. Interest on the rent deposit, in the amount of \$5.84 is owing to the Tenant for the period from January 1, 2026 to February 2, 2026.

Section 83 considerations

12. The Tenant's legal representative submitted that the Tenant has two school-aged children residing in the rental unit and that the family's income is derived from Ontario Works, the Canada Child Benefit, and OSAP funding for Tenant, Mina Savari's (M.S.), education, as well as financial support from family in Iran. It was further submitted that the family does not fall within the demographic that landlords typically prefer to approve, which will make securing alternative accommodations more difficult for them. This tenancy commenced in August 2024.
13. The Tenant, M.S., provided a detailed account of the Tenant's income and expenses which revealed a monthly net income of approximately \$5,786.00 per month and expenses totalling approximately \$5,591.86 inclusive of rent.
14. The Tenant proposed a payment plan consisting of a lump-sum payment of \$6,303.72 followed by six additional monthly instalments. Under this proposal, the Tenant would be required to pay approximately \$545.78 per month toward the arrears, in addition to their lawful monthly rent.

15. The Landlord was opposed to the Tenant's proposed payment plan. The Landlord's legal representative submitted the Tenant does not have the income to support the plan.
16. I find that the Tenant's proposed payment plan is not financially viable. After deducting the Tenant's total monthly expenses from their income, only \$194.14 remains. The Tenant did not provide any explanation as to how they would cover the shortfall needed to meet the proposed arrears payment of \$545.78 per month. Imposing this payment plan would likely set the Tenant up for failure and would be unfair to both the Tenant and the Landlord, as it is not sustainable.
17. I acknowledge the Tenant's legal representative's submission that, if the payment plan is denied, the Tenant should be granted a delay until July 2026 so their children may complete the school year before relocating. While I accept that some period of delayed eviction is warranted in light of the Tenant's financial circumstances and the presence of children in the household, I find that a five-month delay would be unduly prejudicial to the Landlord.
18. 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 postpone the eviction until March 31, 2026, pursuant to subsection 83(1)(b) of the Act.

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:**
 - \$9,578.37 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$12,730.23 if the payment is made on or before March 31, 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 March 31, 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 March 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,552.91. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. 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 \$103.62 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 Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 31, 2026, then starting April 1, 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 April 1, 2026.

February 11, 2026
Date Issued

Melissa Anjema
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 October 1, 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 28, 2026

Rent Owing To February 28, 2026	\$15,676.09
Application Filing Fee	\$186.00
NSF Charges	\$20.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,303.72
Total the Tenant must pay to continue the tenancy	\$9,578.37

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026

Rent Owing To March 31, 2026	\$18,827.95
Application Filing Fee	\$186.00
NSF Charges	\$20.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,303.72
Total the Tenant must pay to continue the tenancy	\$12,730.23

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

Rent Owing To Hearing Date	\$12,731.47
Application Filing Fee	\$186.00
NSF Charges	\$20.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,303.72
Less the amount of the last month's rent deposit	- \$3,075.00
Less the amount of the interest on the last month's rent deposit	- \$5.84
Total amount owing to the Landlord	\$3,552.91
Plus daily compensation owing for each day of occupation starting February 3, 2026	\$103.62 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	