



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

File Number: LTB-L-090597-25

In the matter of: 2207, 50 THOMAS RILEY RD
ETOBICOKE ON M9B0C5

Between: MUHAMMAD JAFRY Landlord

And

AMIN MOKHTARIHAJIYAR Tenant

MUHAMMAD JAFRY (the 'Landlord') applied for an order to terminate the tenancy and evict AMIN MOKHTARIHAJIYAR (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 14, 2026.

The Landlord, Landlord's Legal Representative, Alon Gray, and the Tenant attended the hearing.

Determinations:

Preliminary Issue: Adjournment Request Denied

1. At the outset of the hearing, the Tenant requested an adjournment as he previously sought to reschedule the hearing but the Landlord did not consent. The Tenant asked for an adjournment as he had been sick the last couple of days and that had prevented him from filing issues related to section 82.
2. The Landlord opposed the adjournment as the Tenant had time to serve disclosure related to section 82 and the amount of the arrears would make an adjournment prejudicial.
3. I denied the adjournment request. I was satisfied that the Tenant had adequate notice of this hearing and adequate time to prepare for it. The notice of termination was served September 20, 2025 and the Notice of Hearing was sent on December 8, 2025. The Tenant had sufficient time to file materials related to section 82 and his recent illness would not have affected him when the Notice of Hearing was sent a month prior to the hearing.
4. As noted in the LTB's Interpretation Guideline 1: Adjourning and Rescheduling Hearings, adjournments will only be granted in exceptional circumstances if the parties have been

given adequate notice of the hearing. While the guideline is not binding on me, I see no reason to depart from it here.

5. In this case, the Tenant provided no medical or other evidence that supported his assertion that he was unable to take any steps to file section 82 materials prior to the hearing, and I was not satisfied that they had taken reasonable steps to prepare for the hearing. In my view, an adjournment would unduly prejudice the Landlord given the ongoing arrears. As a result, I denied the adjournment request and continued with the hearing.

Preliminary Issue: Section 82 Considerations

6. The Tenant indicated an intention to raise issues pursuant to section 82 of the Residential Tenancies Act, 2006 (the 'Act').
7. However, the Tenant did not serve on the Landlord a list of issues to be raised under section 82 of the Act, nor any documents or other evidence in support of the issues to be raised. The Tenant uploaded several documents to the LTB portal on January 12, 2026, however, the Landlord stated they had never been served any disclosure and had only seen the document uploaded on the portal the morning of the hearing. The Tenant did not establish that they could not comply with the *Boards Rules of Procedure*.
8. In absence of compliance with section 82(2), or a reasonable explanation as to why they did not comply, I declined to permit the Tenant to raise issues pursuant to section 82. The Tenant also has filed a T2 application.

L1 Application:

9. 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.
10. As of the hearing date, the Tenant was still in possession of the rental unit.
11. The lawful rent is \$2,950.00. It is due on the first day of each month.
12. Based on the Monthly rent, the daily rent/compensation is \$96.99. This amount is calculated as follows: \$2,950.00 x 12, divided by 365 days.
13. The Tenant has not made any payments since the application was filed.
14. The rent arrears owing to January 31, 2026 are \$14,750.00. The Tenant did not dispute the amount of the arrears.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The Landlord collected a rent deposit of \$2,950.00 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.

Section 83 Considerations:

17. The Tenant testified that he has signed an N11 notice that terminates the tenancy as of February 1, 2026. The Tenant further testified he intends to vacate the rental unit in accordance with that notice.
18. The Landlord is seeking a standard 11-day eviction order in the event that the Tenant does not vacate the rental unit in accordance with the date in the N11 notice.
19. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) 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:**
 - \$14,936.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$17,886.00 if the payment is made on or before February 22, 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 22, 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 22, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,393.86. 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 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 \$96.99 per day for the use of the unit starting January 15, 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 February 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 23, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before February 22, 2026, then starting February 23, 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 23, 2026.

February 11, 2026

Date Issued

Allana McComb

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 23, 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 January 31, 2026

Rent Owing To January 31, 2026	\$14,750.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$14,936.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 22, 2026

Rent Owing To February 28, 2026	\$17,700.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$17,886.00

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

Rent Owing To Hearing Date	\$13,157.86
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,950.00
Total amount owing to the Landlord	\$10,393.86
Plus daily compensation owing for each day of occupation starting January 15, 2026	\$96.99 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	