



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-090089-25

In the matter of: NE-616, 9205 Yonge Street
Richmond Hill ON L4C1V5

Between: Javad Madanipour Landlord

And

Arta Taj Tenants
Farid Rafiei

Javad Madanipour (the 'Landlord') applied for an order to terminate the tenancy and evict Arta Taj and Farid Rafiei (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 12, 2026.

The Landlord, the Landlord's Support Ben Madini and the Tenants attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,450.00. It is due on the 1st day of each month.
4. 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.
5. The Tenants have paid \$2,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026, are \$7,800.00.

Has Farid Rafiei terminated his interest in the tenancy?

7. The Tenant Farid Rafiei (FR), testified that he had moved out of the rental unit and provided the Landlord with an N9 Notice to End the Tenancy with a termination date of

December 12, 2025. A copy of the notice was submitted as evidence, and I note that it was signed by both Tenants.

8. FR testified that after he left, the Tenant Arta Taj (AT) did not vacate the unit, and he was unable to force her to leave.
9. The Landlord submitted that FR had tried to have himself removed from the lease, but he did not provide vacant possession as the N9 notice had stated.
10. It is uncontested that FR vacated the unit but AT remained.
11. With the exception of specific situations of violence and/or another form of abuse addressed under s. 47.1 of the Act, the Act does not permit one joint tenant to sever their interest in an ongoing joint tenancy. Regardless of agreements between parties, there must be agreement by all parties – meaning all tenants and the Landlord.
12. In *Properties v. Northmore*, 2018 CanLII 153456 (ON LTB), the LTB considered a situation where a mother and daughter signed a one-year lease and lived together in a rental unit. At the end of the year, the mother moved out and the mother and daughter agreed between themselves to terminate the mother's interest in the lease. The Landlord did not agree. The issue before the LTB was in part, who was a tenant.
13. The Member in *Northmore* discussed the implications of a joint tenancy including, at para. 36;

... a joint tenant who moves out of a unit may, arguably, remain a party to the tenancy for as long as the tenancy continues. The vacating tenant could be found liable for the remaining tenant's contraventions of the lease, including any rent arrears, potentially years after they have left. ...

14. As a result, I find FR and AT remain joint Tenants and are properly named parties to this application.

Section 82 Issues

15. AT testified that after FR moved out of the unit she tried to negotiate a lower rent amount of \$2,000.00 per month and a verbal agreement was reached that she would pay October's rent by October 15, 2025 and then November's rent on November 1, 2025.
16. AT testified that the Landlord then accused her of not being a legal tenant and demanded she vacate the unit in 48 hours.
17. AT testified that the Landlord then conducted an inspection of the unit on October 6, 2025 and was shouting at her that they wanted her out.
18. AT testified that she wanted money to leave but the Landlord would not pay and in retaliation, the Landlord posted comments on twitter which put her life in danger.
19. AT submitted that she is seeking a 75% rent abatement for the harassment she has been subjected to.

20. The Landlord testified that there was no inappropriate shouting or demands during the inspection and submitted copies of recordings, texts and emails which were all professional.
21. The Landlord testified that he had in fact made a post on twitter and he was called to attend the police station about it. He testified that the police cautioned him about the post and he was very remorseful and the police had closed the file without any charges being laid. A copy of the email from the police to AT was submitted as evidence.

Analysis

22. Based on the evidence and the testimony before me, I find AT's claims of harassment by the Landlord were not met. There is no evidence before me, on a balance of probabilities, that the Landlord's actions or behaviours harassed her.
23. I find that the Landlord did make a post on twitter and he was called to the police station about it and he was very remorseful. Although AT claimed the post put her life in danger, no evidence was submitted to substantiate her claim.
24. Have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence or referenced all of the testimony, I have considered it when making my determinations.

Section 83

25. The Landlord is seeking a standard order terminating the tenancy, with an eviction date 11 days from the date of this order.
26. AT requested an extended time of 6 months to vacate the unit. She submitted that her source of income is from sales and due to anxiety she is unable to work and does not feel safe. She testified her income ranged from \$500.00 to \$2,000.00 per month.
27. The Landlord did not agree to any extension of time for the termination date of the tenancy as he is 75 years old, on a pension and suffering financially from the loss of rent and is using his line of credit to pay the bills.
28. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Residential Tenancies Act, 2006 (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant 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 Tenants is terminated unless the Tenants voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$10,250.00 if the payment is made on or before February 24, 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 has paid the full amount owing as ordered plus any additional rent that became due after February 24, 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 does not pay the amount required to void this order the Tenants must move out of the rental unit on or before February 24, 2026.**
 5. If the Tenants does not void the order, the Tenants shall pay to the Landlord \$6,316.60. 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 January 13, 2026 until the date the Tenants moves out of the unit.
 7. If the Tenants does not pay the Landlord the full amount owing on or before February 24, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 25, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before February 24, 2026, then starting February 25, 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 25, 2026.

February 13, 2026
Date Issued

Brenda Mercer
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 25, 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 24, 2026

Rent Owing To February 28, 2026	\$12,250.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$2,000.00
Total the Tenants must pay to continue the tenancy	\$10,250.00

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

Rent Owing To Hearing Date	\$8,316.60
Less the amount the Tenants paid to the Landlord since the application was filed	- \$2,000.00
Total amount owing to the Landlord	\$6,316.60
Plus daily compensation owing for each day of occupation starting January 13, 2026	\$80.55 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	