



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-095262-25

In the matter of: C906, 8 BEVERLEY GLEN BLVD
THORNHILL ON L4J0L5

Between: MARIANA SOMYANSKI (c/o SARAH TEAL LEGAL) Landlord
VADIM DRAGUNSKY (c/o SARAH TEAL LEGAL)

And

MOHAMAD REZA ANBARESTANI Tenant

MARIANA SOMYANSKI (c/o SARAH TEAL LEGAL) and VADIM DRAGUNSKY (c/o SARAH TEAL LEGAL) (the 'Landlord') applied for an order to terminate the tenancy and evict MOHAMAD REZA ANBARESTANI (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 22, 2026.

The Landlord's Legal Representative Sarah Teal, the Landlords and the Tenant attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$4,500.00. It is due on the 4th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$147.95. This amount is calculated as follows: \$4,500.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to February 3, 2026 are \$10,400.00, which is not disputed.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord's application did not include a last month rent deposit that was collected from the Tenant in the amount of \$2,600.00 on November 3, 2024.
9. I am satisfied it is appropriate to amend the application to reflect the last months rent deposit as this was not disputed by the parties.
10. The Landlord collected a rent deposit of \$2,600.00 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 \$77.12 is owing to the Tenant for the period from November 3, 2024 to January 22, 2026.
12. The Landlord's Legal Representative testified that this property is exempt from the rent increase guideline as the property was given occupancy the end of September 2024.

Relief from eviction

13. 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.
14. The Landlord sought a standard 11-day termination of the tenancy as the parties have been before the Board before on a previous arrears application. In that matter, there was an issue on the N4 which rendered it invalid, and an order was issued for the arrears only, but the Tenant has not satisfied that order.
15. In addition, as a result of the arrears, the Landlord has had to take out a loan to cover their expenses and are in a state of financial hardship.
16. The Tenant sought a delayed termination date to March 1, 2026.
17. The Tenant testified that he lost his job in June 2025 and that he was a truck driver for 22 years and cannot find a job. He has no children.
18. The Tenant could not propose a payment plan as he is not employed.
19. I am not satisfied that it would be appropriate to grant relief from eviction as the Tenant cannot afford to reside in the unit, has failed to offer any payment plan, and to grant relief would cause further financial hardship to the Landlord. If the tenancy was to continue, the arrears would likely continue to increase.

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:**
 - \$15,086.00 if the payment is made on or before February 28, 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 28, 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 28, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,219.93. 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 \$147.95 per day for the use of the unit starting January 23, 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 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 28, 2026, then starting March 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 March 1, 2026.

February 17, 2026
Date Issued

Samantha Greaves
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 21, 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 March 3, 2026

Rent Owing To March 3, 2026	\$14,900.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$15,086.00

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

Rent Owing To Hearing Date	\$8,711.05
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,600.00
Less the amount of the interest on the last month's rent deposit	- \$77.12
Total amount owing to the Landlord	\$6,219.93
Plus daily compensation owing for each day of occupation starting January 23, 2026	\$147.95 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	