



Order under Section 69 Residential Tenancies Act, 2006

Citation: Huang v Marouf, 2026 ONLTB 13951

Date: 2026-02-17

File Number: LTB-L-096721-25

In the matter of: 1123, 9 CLEGG RD
MARKHAM ON L6G0H3

Between: Yongjing Huang Landlord

And

Saeid Tekieh Marouf Tenant

Yongjing Huang (the 'Landlord') applied for an order to terminate the tenancy and evict Saeid Tekieh Marouf (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 9, 2026.

The Landlord 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 \$3,000.00. It is due on the 14th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 12, divided by 365 days.
5. The Tenant has paid \$5,500.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 13, 2026 are \$6,500.00. The Tenant did not dispute the amount of arrears owing to the Landlord.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

9. 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 February 28, 2026 pursuant to subsection 83(1)(b) of the Act.
10. Based on the current financial information provided by the Tenant is likely unable to consistently and reliably pay the monthly rent. His wife recently obtained new employment. Even with the combined income of he and his wife he has a shortfall each month of \$2,600.00. The Tenant plans to make the difference by bringing funds from his home country, as he has a tenant in his house there and has sold his possessions there. However the flow of funds is not a guarantee, and indeed as the Tenant acknowledges the situation in Iran, being poor at this time, has prevented his ability to obtain funds. He testified he cannot push the tenant to pay. However he believes his employment situation will improve, although he provided no specifics about how that would be done.
11. I am mindful the Tenant paid a significant sum in early February in good faith towards arrears, and that the arrears are not excessive.
12. The Tenant proposes to pay all arrears by February 28, 2026. He believes he will have the funds to pay the rent on February 14, 2026 and to also pay all the arrears on February 28, 2026. He believes he will also have the funds to pay the rent on March 1, 2026.
13. The Landlord requests the Tenancy be terminated as soon as possible, given the tenancy only began on March 14, 2024 and there has been a consistent failure to pay the rent since the late spring of 2025.
14. I have considered that the Tenant has a young child in the home. Balancing the interest of the Landlord to be paid, which the Tenant is willing to do with circumstances of the Tenant, I find it would not be unfair to the Landlord to postpone eviction to March 1, 2026. This will give the Tenant time to void this order, or in the alternative, find alternate accommodations.

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:**
 - \$9,686.00 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 \$6,349.01. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$98.63 per day for the use of the unit starting February 10, 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

Julie Broderick
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 September 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 March 13, 2026	\$15,000.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,500.00
Total the Tenant must pay to continue the tenancy	\$9,686.00

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

Rent Owing To Hearing Date	\$11,663.01
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,500.00
Total amount owing to the Landlord	\$6,349.01
Plus daily compensation owing for each day of occupation starting February 10, 2026	\$98.63 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	