



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

File Number: LTB-L-105648-25

In the matter of: 903, 32 FOREST MANOR RD
NORTH YORK ON M2J0H2

Between: FERZIN WADHWANI Landlord

And

FARSHAD BEHAEEN Tenant
FARIDEH BEHAIN

FERZIN WADHWANI (the 'Landlord') applied for an order to terminate the tenancy and evict FARSHAD BEHAEEN and FARIDEH BEHAIN (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on February 4, 2026.

The Landlord Ferzin Wadhwani, Landlord's Legal Representative Sergey Bogdanov, and the Tenant Farshad Behaeen 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:

L1 Application – Non-Payment of Rent

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 \$2,480.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$81.53. This amount is calculated as follows: \$2,480.00 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 28, 2026, are \$9,920.00. This was undisputed at the hearing.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,450.00 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.
9. Interest on the rent deposit, in the amount of \$96.63 is owing to the Tenant for the period from May 30, 2024, to February 4, 2026.

L2 Application – Persistent Late Payment of Rent

10. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late 7 times in the past 7 months, for the period from August 1, 2025, to the date of the hearing. This was uncontested at the hearing.
11. The Landlord seeks termination of the tenancy on the basis of the persistent late payment of rent.

Relief from Eviction

12. The Tenant present at the hearing, Farshad Behaeen (FB), is a named tenant but does not reside in the rental unit. He signed the tenancy agreement to assist his mother, the other named tenant, who resides in the unit. FB requested conditional relief from eviction.
13. FB relied primarily on their mother's age, mental health challenges, and recent hospitalization and I accept that these are serious circumstances. However, in my view, they do not explain or justify the repeated late payment of rent set out in the N8 notice or the continued lateness following the filing of the application. The evidence establishes an ongoing pattern of persistent late payment.
14. FB testified that he will soon obtain control over his mother's banking and that rent will be paid on time in the future. However, he also stated he will not personally contribute to the rent. No documentary or financial evidence was provided to demonstrate that the rent can and will be paid in full and on time going forward. I therefore find the proposal speculative and unreliable.

15. 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. In my view, even if the arrears claimed in the L1 application are brought current, the Landlord's L2 application based on persistent late payment remains. Given the history of late payments and the absence of a credible plan to ensure future compliance, I am not satisfied that the behaviour will change. Therefore, granting relief would unfairly prejudice the Landlord.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 2, 2026.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
3. As of the date of the hearing, the Tenant owes the Landlord \$5,405.49. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$81.53 per day for the use of the unit starting February 5, 2026, to the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before March 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 3, 2026, at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before March 2, 2026, then starting March 3, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 3, 2026.

February 19, 2026
Date Issued

Kyle Anderson
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 of the Tenant expires on September 3, 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 as the tenancy is terminated

Rent Owing To February 4, 2026	\$7,766.12
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	-\$2,450.00
Less the amount of the interest on the last month's rent deposit	-\$96.63
Total amount owing to the Landlord	\$5,405.49
Plus daily compensation owing for each day of occupation starting February 5, 2026	\$81.53 (per day)