



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-109162-25

In the matter of: Lower Unit, 511 MALVERN CRES
NEWMARKET ON L3Y7L7

Between: Seyed-Reza Mazloom-Farzaghy Landlords
Soghra Kouchaki Ramezan

And

Owen Randle Tenant

Seyed-Reza Mazloom-Farzaghy and Soghra Kouchaki Ramezan (the 'Landlords') applied for an order to terminate the tenancy and evict Owen Randle (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 Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

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

Only the Landlords' Representative, Sassan Emam, attended the hearing.

As of 2:06 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlords' evidence.

Determinations:

L1 Application – Non-Payment of Rent

1. The N4 Notice of Termination (N4 notice) the Landlords served the Tenants indicated on the first page that the amount to void the notice was \$1,475.85. However, the amount listed on the second page in the table used to calculate the total amount to void the notice indicated that the total to owing was \$1,475.80.
2. Subsection 59(2) of the *Residential Tenancies Act*, 2006 (the 'Act') provides that "the notice of termination shall set out the amount of rent due and shall specify that the Tenant may void the termination of the tenancy by paying, on or before the termination date

specified in the notice, the rent due as set out in the notice and any additional rent that has become due under the tenancy agreement as at the date of payment of the tenant.”

Therefore, the content of the notice must be certain and unambiguous to allow the Tenants to know at the time of service what the correct rent charged and the correct rent owing should be for a specific period, to avoid the termination of the tenancy.

3. The Landlord's Representative submitted that the N4 notice should be found to be substantially compliant as difference between the amounts was minimal and therefore was not significantly prejudicial to the Tenant or the Tenant's ability to void the notice.
4. Section 212(2) of the Act provides that an error in the contents of a form will still be substantially compliant with the Act as long as the error does not significantly prejudice a party's ability to participate in the proceeding.
5. Here, I am satisfied that the difference in the amounts on page one and two is a de minimus difference, only 5 cents, and therefore did not significantly prejudice the Tenant's ability to void the N4 notice. As such I am satisfied that the N4 notice substantially complied under section 212(2) of the Act.
6. 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.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$1,733.50. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$56.99. This amount is calculated as follows: $\$1,733.50 \times 12$, divided by 365 days.
10. The Tenant has not made any payments since the application was filed.
11. The rent arrears owing to February 28, 2026, are \$4,942.80.
12. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.

L2 Application – Persistent Late Payment of Rent

14. 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 had been paid late 12 times in the past 13 months preceding the notice of termination and there was one non-payment of rent.
15. Since the Tenant was served with the notice of termination for persistent late payment of rent, the Tenant has not paid rent at all.

Relief from Eviction

16. The Landlord was seeking termination of the tenancy given the Tenant's persistent failure to pay rent on time.

17. The Landlord's Representative provided that they were unaware of any circumstance of the Tenant that would support denying or delaying eviction. The Tenant did not attend the hearing to give evidence of their circumstances, or to dispute the Landlord's application.
18. 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. Pursuant to the L2 Application, the tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 1, 2026.
2. The Tenant shall pay the Landlords any rent arrears owing up to the date of the hearing and the cost of filing the application.
3. As of the date of the hearing, the Tenant owes the Landlords \$3,908.21. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlords compensation of \$56.99 per day for the use of the unit starting February 10, 2026, to the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlords the full amount owing on or before March 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 2, 2026, at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before March 1, 2026, then starting March 2, 2026, the Landlords 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 Landlords on or after March 2, 2026.

February 18, 2026
Date Issued

Nicole Pedron
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 2, 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 9, 2026	\$3,722.21
Application Filing Fee	\$186.00
Total amount owing to the Landlords	\$3,908.21
Plus daily compensation owing for each day of occupation starting February 10, 2026	\$56.99 (per day)