



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-102679-25

In the matter of: 1204, 185 Roehampton Avenue
Toronto ON M4P0C6

Between: Golgisoo Jafari Landlord

And

John Ko Tenant

Golgisoo Jafari (the 'Landlord') applied for an order to terminate the tenancy and evict John Ko (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

Only the Landlord attended the hearing.

As of 2:03 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 Landlord's evidence.

Preliminary:

Rent paid in advance

1. The Landlord's application indicated the Landlord had collected a last months rent deposit of \$3,900.00. At the hearing the Landlord stated that she had collected a last months rent deposit and a second last month's rent due to the Tenant's poor credit.
2. The Tenant did not attend to provide submissions of their own regarding the Landlord's testimony.

The Act and Analysis

3. Section 106 of the *Residential Tenancies Act, 2006* (the "Act") states:

Rent deposit may be required

106 (1) A landlord may require a tenant to pay a rent deposit with respect to a tenancy if the landlord does so on or before entering into the tenancy agreement. 2006, c. 17, s. 106 (1).

Amount of rent deposit

(2) The amount of a rent deposit shall not be more than the lesser of the amount of rent for one rent period and the amount of rent for one month. 2006, c. 17, s. 106 (2).

4. In *Corvers v. Bumbia*, 2013 CanLII 92049 (ON SC), the Ontario Superior Court of Justice considered whether a landlord was entitled to collect prepaid rent from a tenant and whether a rent deposit could be an amount greater than the lawful monthly rent.
5. 8. The Superior Court determined in *Corvers v. Bumbia* that, although a landlord cannot require a tenant to pay rent in advance of when it becomes due and payable, the tenant may voluntarily pay rent in advance. The Superior Court distinguished prepaid rent from a rent deposit collected under the Act and affirmed that, pursuant to subsection 106(2) of the Act, a rent deposit may not be an amount greater than the lawful rent for a rental period or one month, whichever is lesser.
6. In this case, based on the uncontested testimony of the Landlord, and the best evidence before me I find it more likely than not the Tenant voluntarily paid one month's rent in advance.
7. Given the above the Landlord's application is amended to reflect a last months rent deposit collected in the amount of \$1,950.00 and an advance rent payment in the amount of \$1,950.00 and is reflected in this order. Interest on the last months rent deposit of \$1,950.00 shall be applied since the Landlord has not paid interest on this amount and is reflected below.

Determinations:

8. 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.
9. As of the hearing date, the Tenant was still in possession of the rental unit.
10. The lawful rent is \$1,950.00. It is due on the 1st day of each month.
11. Based on the Monthly rent, the daily rent/compensation is \$64.11. This amount is calculated as follows: \$1,950.00 x 12, divided by 365 days.
12. The Tenant has paid \$1,950.00 to the Landlord since the application was filed.

13. The rent arrears owing to February 28, 2026 are \$11,150.00.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$1,950.00 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.
16. Interest on the rent deposit, in the amount of \$53.57 is owing to the Tenant for the period from January 1, 2025 to February 12, 2026.
17. 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.
18. Although this order does not specifically address each piece of evidence individually or reference all the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
19. This order contains all reasons for the determinations and order made. No further reasons will be issued.

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:**
 - \$11,336.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$13,286.00 if the payment is made on or before March 3, 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 March 3, 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 March 3, 2026.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,151.75. 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 \$64.11 per day for the use of the unit starting February 13, 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 March 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 4, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 3, 2026, then starting March 4, 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 4, 2026.

February 20, 2026
Date Issued

Greg Brocanier
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 4, 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 February 28, 2026	\$13,100.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,950.00
Total the Tenant must pay to continue the tenancy	\$11,336.00

B. 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 31, 2026	\$15,050.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,950.00
Total the Tenant must pay to continue the tenancy	\$13,286.00

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

Rent Owing to Hearing Date	\$11,919.32
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,950.00
Less the amount of the last month's rent deposit	- \$1,950.00
Less the amount of the interest on the last month's rent deposit	- \$53.57
Total amount owing to the Landlord	\$8,151.75
Plus, daily compensation owing for each day of occupation starting February 13, 2026	\$64.11 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	