



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-100899-25

In the matter of: Main floor bedroom facing backyard and next
to washroom, 25 OAKVIEW AVE
Ottawa ON K2G2Z9

Between: Maryam Aghaeirad Landlord

And

Rayan Barski/Ryan Barr Tenant

Maryam Aghaeirad (the 'Landlord') applied to the Landlord and Tenant Board ('LTB') for an order to terminate the tenancy and evict Rayan Barski/Ryan Barr (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application was scheduled to be heard by video conference on February 10, 2026. The Landlord was present with their legal representative, Nima Kiani, licenced paralegal. the Tenant attended and was self-represented.

The parties elected to participate in LTB facilitated mediation with the assistance of Joanne Lolato, a Dispute Resolution Officer and Hearing Officer, with the Landlord and Tenant Board.

The parties agreed to resolve all the issues in the application and further agreed to the LTB issuing an Order on consent confirming their agreement. I, as Dispute Resolution Officer and Hearing Officer, am satisfied that the parties understood the terms of their consent as set out in the Order below.

The parties agreed that:

1. The Tenant states his name is Ryan Barr and not Rayan Barski. The Landlord could not confirm the name. The parties agreed to amend the application to add **/Ryan Barr** to the name of the Tenant.
2. The Landlord's application is amended to include the unit number of **Main floor bedroom facing backyard and next to washroom** to the rental unit address and the Tenant's mailing address.
3. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice).

4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The parties requested a final, non-voidable termination of this tenancy based on their agreement to terminate the tenancy. As a consequence, the Tenant does not have the option to void the eviction order under subsections 74(4) or 74(11) of the *Residential Tenancies Act, 2006* (the 'Act') by paying the outstanding rent arrears.
6. The lawful rent is \$800.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$26.30. This amount is calculated as follows: \$800.00 x 12 months, divided by 365 days.
8. The Landlord collected a rent deposit of \$800.00 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 \$11.83 is owing to the Tenant for the period from May 30, 2025 to February 10, 2026.
10. The Landlord shall retain the last month rent deposit and the interest owing on the deposit.
11. The Landlord waives incurred costs of \$186.00 for filing the application.
12. The total net rent arrears owing to February 28, 2026, are \$3,200.00.
13. If the Tenant vacates the unit on or before February 28, 2026, then the Landlord waives the arrears of rent owing.

On consent of the parties, it is ordered that:

1. The Landlord's application is amended as follows:
 - To add **/Ryan Barr** to the name of the Tenant; and
 - To add **Main floor bedroom facing backyard and next to washroom** as the unit number to the rental unit address and to the mailing address of the Tenant.
2. The tenancy between the Landlord and the Tenant is terminated. The Tenant must vacate the unit on or before February 28, 2026.
3. 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.
4. 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.
5. If the Tenant does not vacate the unit on or before February 28, 2026, then the Tenant shall pay the Landlord compensation of \$26.30 per day for the use of the unit starting March 1, 2026 until the date the Tenant moves out of the unit.
6. Provided the Tenant vacates the unit on or before February 28, 2026, then the Landlord shall not pursue or require the Tenant to pay arrears owing to February 28, 2026.

7. If the Tenant does not vacate the unit on or before February 28, 2026, then the Tenant shall pay the Landlord \$3,200.00 for arrears of rent owing up to and including February 28, 2026.
8. If the Tenant does not pay the Landlord the full amount owing as a result of this order 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.
9. This order resolves all issues between the parties arising from the tenancy up to February 10, 2026.

February 20, 2026
Date Issued

Joanne Lolato
Hearings Officer, 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.