



Order under Section 69 Residential Tenancies Act, 2006

Citation: Interrent Holdings Manager LP v Zahraei, 2026 ONLTB 16421

Date: 2026-02-20

File Number: LTB-L-073870-25

In the matter of: 3201, 100 Main St E
Hamilton ON L8N3W4

Between: Interrent Holdings Manager LP Landlord

And

Heliya Zahraei Tenant

Interrent Holdings Manager LP (the 'Landlord') applied for an order to terminate the tenancy and evict Heliya Zahraei (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 18, 2026.

The Landlord's agent Callie Crosbie and the Tenant attended the hearing. Sarah Duncan attended as witness for the Landlord. Raha Rad was support for the Tenant.

Determinations:

Preliminary Issue.

1. The Tenant raised section 82 issues in her documents but did not file or serve a form 'Issues a Tenant Intends to Raise'. The Tenant's documents were also not served upon the Landlord's representative or Landlord. Having not complied with the Board's rules regarding section 82 filing, the Tenant was not permitted to advance those claims in this L1 Application. The Tenant may file her own tenant applications with the Board.

L1 Application

2. 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.
3. The Tenant challenged the validity of the N4 Notice. She claimed it was confusing because the Landlord included the monthly rent of \$1,709.18 as identified in the tenancy agreement for the period of August 1, to August 31, and added the signing promotion discount of \$200.00 to the amount the Tenant paid during that period. This resulted in the amount the Tenant 'paid' to be greater than the amount she actually paid. She actually

paid \$885.00. The N4 states she paid \$1,085.00. The Tenant submits this confused her and so the N4 was invalid.

4. I find there is no error in the N4. The rent indicated on the N4 was properly the lawful monthly rent. The amount 'paid' properly reflected all payments and credits. The final balance was correct and harmonious with the first page and reflected what was actually owing by the Tenant. The Tenant in no way was significantly prejudiced in her ability to participate in the proceedings because she knew the amount she was required to pay to void the order, and she attended the hearing to dispute the amount.
5. The Tenant was in possession of the rental unit on the date the application was filed.
6. The Tenant vacated the rental unit on December 7, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit.
7. The lawful rent is \$1,709.18. It was due on the 1st day of each month.
8. The Tenant has paid \$1,995.00 to the Landlord since the application was filed.
9. The rent arrears owing to December 7, 2025 are \$3,950.05. Aside from the Tenant's maintenance claims and the withholding of rent due to those claims, the Tenant does not reasonably dispute the arrears outstanding.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,675.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
12. Interest on the rent deposit, in the amount of \$26.27 is owing to the Tenant for the period from April 23, 2025 to December 7, 2025.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of December 7, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$2,434.78. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. 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.

February 20, 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.

**Schedule 1
SUMMARY OF CALCULATIONS**

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$5,945.05
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,995.00
Less the amount of the last month's rent deposit	- \$1,675.00
Less the amount of the interest on the last month's rent deposit	- \$26.27
Total amount owing to the Landlord	\$2,434.78