



Order under Section 69 Residential Tenancies Act, 2006

Citation: Amir Malakooti v Motaghi, 2026 ONLTB 18146

Date: 2026-03-03

File Number: LTB-L-105803-25

In the matter of: 3705, 39 ROEHAMPTON AVE
TORONTO ON M4P0G1

Between: Cyrus Amir Malakooti Landlord

And

Ali Motaghi Tenants
Maryam Bazyarlooyeh

Cyrus Amir Malakooti (the 'Landlord') applied for an order to terminate the tenancy and evict Ali Motaghi and Maryam Bazyarlooyeh (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 24, 2026. The Landlord's Legal Representative, Parastoo Naderi, attended the hearing. The Tenants, and their support person, ('AM'), attended the hearing.

Determinations:

Preliminary Issue:

1. The Tenants' support person is their son. He is a minor, 17 years old. I was satisfied that the Tenants' son understood the nature and consequences of the proceedings. He provided evidence at the beginning of the hearing, and translation support for his parents. He was proficient in English and in his family's native tongue and was interpreting accurately. As such, the hearing proceeded.

Landlord's L1 Application

2. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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. As of the hearing date, the Tenants were still in possession of the rental unit.

4. The lawful rent is \$2,900.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$95.34. This amount is calculated as follows: \$2,900.00 x 12, divided by 365 days.
6. The Tenants have not made any payments since the application was filed.
7. The rent arrears owing to February 28, 2026, are \$29,000.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$2,900.00 from the Tenants 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.
10. Interest on the rent deposit, in the amount of \$82.68 is owing to the Tenants for the period from December 26, 2024, to February 24, 2026.
11. 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 not be unfair to postpone the eviction until March 22, 2026, pursuant to subsection 83(1)(b) of the Act.
12. The Tenants are new immigrants from Iran. They are currently not working. Although they have funds in Iran, because of the political situation, they are unable to take the money out of the country. The Tenants wish to have a payment plan by borrowing a portion of money from a family friend. However, they did not present a comprehensive plan to address either the ongoing rent or arrears, nor did they approach this individual prior to the hearing. It is equally as possible the family friend could refuse to or be unable to provide financial support to the Tenants.
13. Although the Board understands the difficult position the Tenants are in, the Landlord has been without rent for ten months and the rental arrears are extensive. Without a definitive plan on how the Tenants can address the rent and arrears, I am not of the view the tenancy is viable. Neither Tenant is working, and they are unable to access their savings in Iran. In my view, it would be prejudicial to the Landlord to allow the tenancy to continue in the circumstances.
14. However, I am of the view that a short delay in termination is appropriate in the circumstances. The Tenants' son is still in high school, and the termination date marries up with the end of March break. This will allow the family an opportunity to find alternate accommodations and move before school starts again.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$32,086.00 if the payment is made on or before March 22, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants has paid the full amount owing as ordered plus any additional rent that became due after March 22, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
 4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before March 22, 2026.**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$25,591.48. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
 6. The Tenants shall also pay the Landlord compensation of \$95.34 per day for the use of the unit starting February 25, 2026, until the date the Tenants move out of the unit.
 7. If the Tenants do not pay the Landlord the full amount owing on or before March 22, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 23, 2026, at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before March 22, 2026, then starting March 23, 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 23, 2026.

March 3, 2026
Date Issued

Jane Dean
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 23, 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 March 22, 2026

Rent Owing To March 31, 2026	\$31,900.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$32,086.00

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

Rent Owing To Hearing Date	\$28,388.16
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,900.00
Less the amount of the interest on the last month's rent deposit	- \$82.68
Total amount owing to the Landlord	\$25,591.48
Plus daily compensation owing for each day of occupation starting February 25, 2026	\$95.34 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	