



Order under Section 69 Residential Tenancies Act, 2006

Citation: Elm Place Inc. – 22 Elkhorn Drive v Mousazadeh, 2026 ONLTB 19017

Date: 2026-03-06

File Number: LTB-L-103159-25

In the matter of: 417, 22 Elkhorn Dr.
North York, ON M2K 1J4

Between: Elm Place Inc. – 22 Elkhorn Drive Landlord

And

Maryam Mousazadeh Tenant

Elm Place Inc. – 22 Elkhorn Drive (the 'Landlord') applied for an order to terminate the tenancy and evict Maryam Mousazadeh (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 26, 2026.

The Landlord's Representative, Sharon Harris, and the Tenant attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,839.25. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$60.47. This amount is calculated as follows: \$1,839.25 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to February 28, 2026, are \$6,457.00.
7. The Tenant has made a rent payment for \$1,839.25 on February 19, 2026, which has not cleared the Landlord's bank so they are not considering it here.

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 \$1,625.36 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.
10. Interest on the rent deposit, in the amount of \$8.14 is owing to the Tenant for the period from December 2, 2025, to February 26, 2026.
11. I have considered all 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.
12. The Tenant testified that she is on Ontario Disability Support Program and shares the rental unit with her son who is 22 years old and a full-time student. The Tenant fell into arrears as she sent money for her father's operation back home, but he passed away last month. The Tenant has lived here since 2014 and would like to preserve her tenancy with a payment plan. The Tenant's income is not enough to support a payment plan, but her son works part-time and is willing to pay towards the additional payment.
13. The Landlord opposes a payment plan as the Tenant's income is not enough to support a payment plan and there is no evidence of her son's employment.
14. Considering the length of the tenancy and the Tenant's circumstances, I find granting the Tenant a chance to preserve her tenancy is reasonable. The Tenant is looking for a \$500.00 a month payment plan which is not unreasonable either.

It is ordered that:

1. The Tenants shall pay to the Landlord \$6643.00 for arrears of rent up to February 28, 2026, and costs.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Payment Due Date	Payment Amount
On or before March 10, 2026	Feb's Rent (if still unpaid)
On or before March 15, 2026	March's rent +\$500.00
On or before April 1, 2026	Rent + \$500.00
On or before May 1, 2026	Rent + \$500.00
On or before June 1, 2026	Rent + \$500.00
On or before July 1, 2026	Rent + \$500.00
On or before August 1, 2026	Rent + \$500.00
On or before September 1, 2026	Rent + \$500.00
On or before October 1, 2026	Rent + \$500.00
On or before November 1, 2026	Rent + \$500.00
On or before December 1, 2026	Rent + \$303.75

3. If the Tenants fail to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after February 28, 2026.

March 6, 2026

Date Issued

Sheena Brar

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.