



Order under Section 69 Residential Tenancies Act, 2006

Citation: Esfahani v Monzer, 2026 ONLTB 21634

Date: 2026-03-11

File Number: LTB-L-108646-25

In the matter of: 825, 80 HARRISON GARDEN BLVD
NORTH YORK ON M2N7E3

Between: Elham Mahjourian Esfahani Landlord

And

Ryan Monzer Tenant

Elham Mahjourian Esfahani (the 'Landlord') applied for an order to terminate the tenancy and evict Ryan Monzer (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 9, 2026. The Landlord's Agent, Sina Sabouri, and Representative, Daniel Coulson, and the Tenant's Representative, Chaim Penner, attended the hearing.

Determinations:

Preliminary Issues:

Defective N4 Notice

1. The Tenant's Representative ('Representative') states that the N4 notice of termination ('N4') contains a fatal flaw which renders the notice defective. As such, he submits the application should be dismissed. Specifically, the Representative submits that rent had been paid in cash for the month of October 2025 and that this amount had not be accounted for on the N4.
2. The Landlord contests that any payments were made in cash and states the N4 reflects the payments which were provided to the Landlord.
3. The standard of proof in proceedings before this Board is "proof on a balance of probabilities." By that standard, the party bearing the burden of proof must show with evidence that, "more likely than not", their assertions are true. Where, the evidence of the opposing party is as believable as that of the party bearing the burden of proof, that burden cannot be said to have been discharged.

4. The Tenant presented banking records of transactions sent to the Landlord to support his assertion that rent had been paid. However, no transaction history or other corroboratory evidence the Board might expect in these circumstances, such as bank statements, showing cash withdrawals, was provided. Further, the Representative was uncertain of the date that the cash payment was allegedly made.
5. As stated above, the party bearing the burden of evidence of proof must demonstrate that it is more likely than not that their assertions are true. In this matter, there was no evidence, beyond the Representative's oral statement, that demonstrated that any payments were made in cash to the Landlord. Given this, I find that the Landlord's statement that no cash payments were ever given to the Landlord is as believable as the Representative's submissions. Therefore, I do not find the Tenant discharged their burden of proof that any cash payments were made to the Landlord.
6. As such, I do not find that the Landlord's notice of termination contained a fatal flaw.

Adjournment Request

7. The Tenant's Representative also sought an adjournment for three reasons (a) the Tenant needed additional time to gather the evidence regarding the cash payment(s) that were made to the Landlord (b) because the Tenant's Representative had only been recently been retained, and (c) the Tenant did not have adequate notice of the hearing to be prepared for the hearing.
8. When considering the request for an adjournment, I must consider the following factors as found in the Board's Rule 21 and Guideline 1 Adjourning and Rescheduling Hearings:
 - the reason for the adjournment and position of the parties;
 - the issues in the application;
 - any prejudice that may result from granting or denying the request;
 - the history of the proceeding including other adjournments or rescheduling;
 - the LTB's obligation to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.
9. When reviewing the Board's records, they indicate that the Tenant signed into the Tribunals Ontario Portal ('portal') on December 28, 2025. The Notice of Hearing ('NoH') was sent to Tenant on February 8, 2026, by mail.
10. The Representative states that the Tenant arrived home from a trip abroad to find the notice of hearing in his mail. Thus, the Tenant did not have adequate time to prepare for the hearing including securing the documentary evidence to support the cash payments the Tenant says he made to the Landlord. The Tenant apparently received the NoH on or about February 12, 2026, and retained counsel immediately thereafter on approximately February 13, 2026.

11. For the following reasons, I am not persuaded that an adjournment is warranted in these circumstances. The Tenant signed into the Board's portal on December 28, 2025. This demonstrates that the Tenant was aware of the proceedings against him. However, it appears the Tenant failed to act with due diligence to ensure that he could either review information in the portal or advise the Board, or his Landlord, that he would be out of the country.
12. Although the matter of *Samson v. BCIMC*, 2025 ONSC 986, was in regard to a Tenant's non-attendance because the tenant was out of the country, the Divisional Court provides guidance on the due diligence on behalf of a tenant in seeking an adjournment, stating at par. 8 (in-part):

[8] "In this instance, the Vice Chair's discretion was judicially exercised and reasonable. Vice-Chair Patchett referred to the LTB interpretative guidelines on rescheduling and adjournments. He considered the fact that no notice was given to the LTB or the respondent by the appellant for an adjournment although Mr. Samson was well aware in advance of the unsuitability of the scheduled date of April 9, 2024. He found there to be a lack of diligence by the appellant to properly seek an adjournment."
13. There is no reason the Tenant, having been aware he would be out of the country, could not have ensured he checked the portal to see if a notice of hearing had been issued rather than wait until he returned to Canada.
14. Further, the arrears are extensive. In my view, it is prejudicial to allow an adjournment where the Tenant failed to act diligently to gather the appropriate evidence. The Tenant had over three weeks to collect evidence. Further still, the Tenant was able to gather banking records to support the e-transfer payments which were made to the Landlord. It does not accord that he would need any additional time to gather banking records for the same period, as one would expect he would have done both things at the same time.
15. When I consider the reason for the adjournment request, the resulting prejudice to the Landlord, and the Board's obligation to adopt the most expeditious method to determining questions before it, I am not persuaded an adjournment is warranted. The matter proceeded to a merits hearing.

Landlord's L1 Application

16. 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.
17. As of the hearing date, the Tenant was still in possession of the rental unit.
18. The lawful rent is \$2,000.00. It is due on the 1st day of each month.
19. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.

20. The Tenant has not made any payments since the application was filed.
21. The rent arrears owing to March 31, 2026, are \$18,000.00.
22. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
23. The Landlord collected a rent deposit of \$500.00 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.
24. Interest on the rent deposit, in the amount of \$43.86 is owing to the Tenant for the period from August 1, 2022, to March 9, 2026.
25. 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 31, 2026, pursuant to subsection 83(1)(b) of the Act. The Landlord seeks a standard order; that is, an order which can be enforced against the Tenant 11 days following the order's issuance.
26. The Representative states that the Tenant had suffered the loss of a close family member recently, which is why he had been out of the country. The Tenant went to be with his brother abroad on three occasions since May 2025. While there, he assisted in setting up a family business to support his sister-in-law and her children.
27. The Tenant also submits that they left funds with a "house-sitter" to pay the rent during their absence, but that the house-sitter absconded with the funds. However, no evidence was provided to substantiate this claim, for example, a police report.
28. The Tenant works in sales. He proposes a repayment plan which would have him repay 50% of the arrears in mid-April and then proposed a \$1,500.00 repayment of arrears each month thereafter. In the alternative, the Representative submits that a delay in termination for 60 days would be appropriate.
29. The Landlord opposed the repayment plan, stating the Tenant is also behind in making payments towards utilities, and that the Landlord has had to pay for these on the Tenant's behalf. Further, the Landlord cites the arrears are extensive and that throughout the process, the Tenant has made no efforts to discuss the situation with the Landlord. The Landlord has a mortgage and bills associated with the property, and the non-payment puts financial strain on the Landlord.
30. I am not persuaded that the Tenant's repayment plan is viable. I say this because the Tenant works in commission-based sales earning about \$5,000.00 most months. The issue with the proposed repayment plan is that the Tenant has not yet earned the amount needed to make the 50% proposed payment and cannot make a payment for about another five weeks, at which time the arrears will have climbed to \$20,000.00. Further, commission-based sales are subject to markets and variables beyond the Tenant's control. Lastly, the Representative's own evidence was that the Tenant "...doesn't have the financial capability at the moment."

31. In my view, it is not reasonable to expect the Landlord to wait a further five weeks to get any payments, including April's rent. The Representative's evidence does not support that the Tenant could make the 50% payment in April while also paying April's rent on time. For the same reason, I do not find it would be appropriate to delay termination for 60 days.
32. Given the prejudice to the Landlord, who has financial struggles of their own, I do not find the tenancy is tenable. The Tenant is either unwilling or unable to pay the rent.
33. However, I find a brief delay in termination to March 31, 2026, is appropriate in the circumstances to allow the Tenant an opportunity to find alternate accommodations.

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:**
 - \$18,186.00 if the payment is made on or before March 31, 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 31, 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 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$16,233.89. 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 \$65.75 per day for the use of the unit starting March 10, 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 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 31, 2026, then starting April 1, 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 April 1, 2026.

March 11, 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 October 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.

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 31, 2026

Rent Owing To March 31, 2026	\$18,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$18,186.00

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

Rent Owing To Hearing Date	\$16,591.75
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$500.00
Less the amount of the interest on the last month's rent deposit	- \$43.86
Total amount owing to the Landlord	\$16,233.89
Plus daily compensation owing for each day of occupation starting March 10, 2026	\$65.75 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	