



Order under Section 69 Residential Tenancies Act, 2006

Citation: Azarikey v Flanagan, 2026 ONLTB 21699

Date: 2026-03-12

File Number: LTB-L-108668-25

In the matter of: 438 UPPER SHERMAN AVE
HAMILTON ON L8V3L5

Between: Mohammad Taghi Azarikey
Soudabeh Alipouri

Landlords

And

Caitlin Anne Flanagan

Tenant

Mohammad Taghi Azarikey and Soudabeh Alipouri (the 'Landlords') applied for an order to terminate the tenancy and evict Caitlin Anne Flanagan (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 Landlords, the Landlords' legal representative Lida Habibi Rezaei, the Tenant and the Tenant's interpreter Leili Azari Kay attended the hearing.

Determinations:

Preliminary Issue

The s.82 Claims

1. At the hearing, the Tenant attempted to raise s.82 issues at the hearing for the Landlords' L1 application. The Landlords' representative opposed the Tenant's request and stated they were not put on notice of the issues the Tenant intended to raise in advance of the hearing.
2. The Board record does not contain any related documents filed by the Tenant. The Tenant confirmed she did not file any tenant applications with the Board.
3. The LTB Notice of Hearing provides information to the parties including requirement for how a tenant can raise issues at and L1/L9 hearing and the process for disclosure. The Tenant did not state she was confused by the Notice of Hearing.

4. Based on evidence before the Board, the Tenant failed to properly put the Landlords on notice of the issues she intended to raise at this hearing. The Tenant has had since around January 2, 2026, when the LTB issued the Notice of Hearing package, to provide her s.82 issues and has failed to do so. As such, the Tenant's request was denied.

The L1 Application

5. The Landlords 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.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$2,400.00. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$78.90. This amount is calculated as follows: \$2,400.00 x 12, divided by 365 days.
9. The Tenant has not made any payments since the application was filed.
10. The rent arrears owing to March 31, 2026 are \$12,000.00.
11. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlords collected a rent deposit of \$2,400.00 from the Tenant and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
13. Interest on the rent deposit, in the amount of \$82.92 is owing to the Tenant for the period from September 25, 2024 to March 9, 2026.
14. The Tenant does not dispute the amount of arrears owing to the Landlords nor that the Landlords have attempted to discuss payment plan options with the Tenant. However, the Tenant said the Landlords attempted to manipulate the situation and requested money to entertain a payment plan. I note, no documentary evidence was led to support this claim.

Mandatory Relief from Eviction

15. The Tenant believes that the Landlords' application should be dismissed as a result of the Landlords serious breach of their obligations.
16. As explained at the hearing, s.83 of the *Residential Tenancies Act, 2006* (the 'Act'), contains both a discretionary and mandatory element. Where a tenant asserts a landlord is in serious breach, s.83(3)(a) of the Act set out where eviction should be refused, because "the landlord is in serious breach of the landlord's responsibilities under the Act or any material covenant in the tenancy agreement."
17. The Tenant describes issues related to the laundry machine and illegal entries.

18. Based on the limited evidence led by the Tenant, I conclude that, although the Landlords may be in breach of their obligations, the breach is not “serious”. In making this finding, I considered the timing of the Tenant’s allegations, the Tenant’s lack of details and the lack of any documentary evidence to support her claims. I therefore conclude that the Landlord’s alleged breaches of their duties under the Act or the tenancy agreement, are not *serious*, and conclude that it would be inappropriate to deny the Landlords eviction application pursuant to subsection 83(3)(a) of the Act.

Discretionary Relief from Eviction

19. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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.
20. The Landlords seek a standard order for eviction due to the financial impact and the effect on the Landlords’ health. The Tenant requests a delay to April 30, 2026. She said that it is her intention to move out. Her child has various issues and requires some time to move. They are established at their school and receive special programming. The Tenant has secured funds for a deposit and said that the Landlords could use the last month rent deposit for April 2026.
21. I have also considered that the Tenant been in arrears since around November 2025 and no good faith payments have been made to the Landlords. The arrears are substantial and while the Tenant said that she has money to pay a deposit for a new tenancy she did not state she planned on making any payments to the Landlords. I find it reasonable to provide a short delay to allow the Tenant some additional time to find alternative accommodations, I do not think to delay to April 2026 reasonable in light of the growing arrears.
22. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlords 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 Landlords or to the LTB in trust:**
 - \$12,186.00 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 Landlords \$8,013.18. 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 Landlords owe 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 Landlords compensation of \$78.90 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 Landlords 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 Landlords 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 Landlords on or after April 1, 2026.

March 12, 2026

Date Issued

Dana Wren

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	\$12,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$12,186.00

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

Rent Owing To Hearing Date	\$10,310.10
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,400.00
Less the amount of the interest on the last month's rent deposit	- \$82.92
Total amount owing to the Landlords	\$8,013.18
Plus daily compensation owing for each day of occupation starting March 10, 2026	\$78.90 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	