



**Amended Order
Order under Section 69
Residential Tenancies Act, 2006
Section 21.1 of the Statutory Powers Procedure Act**

File Number: LTB-L-098560-25-AM

In the matter of: 101 JOANNA CRES
THORNHILL ON L4J5G1

Between: Kyung Hong Takkim Landlord

And

Fatemeh Banouie Tenant

This amended Order is issued to replace the original Order issued on January 30, 2026, to correct terms that were included in error from another file.

Kyung Hong Takkim (the 'Landlord') applied for an order to terminate the tenancy and evict Fatemeh Banouie (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

The application was scheduled to be heard by video conference on January 22, 2026. Before the start of the hearing, the Landlord's Representative, Yun Tao Li and the Tenant's authorized non legal representative, Kamiar Tehrani, advised that the parties had reached an agreement.

The parties requested that Dispute Resolution Officer (DRO) Sarah Visnovec issue an order on consent to resolve all matters raised in the application.

Upon reviewing the terms of the consent with the parties, I was satisfied that the parties understood the terms and consequences of their consent.

Agreed facts:

1. The lawful rent is \$4,400.00. It is due on the 18th day of each month.
2. Based on the Monthly rent, the daily rent/compensation is \$144.66. This amount is calculated as follows: \$4,400.00 x 12, divided by 365 days.
3. The rent arrears owing to February 17, 2026, are \$6,800.00.

4. The Landlord incurred costs of \$186.00 for filing the application and the Landlord has agreed to waive the costs.
5. The Landlord collected a rent deposit of \$4,400.00 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.
6. Interest on the rent deposit, in the amount of \$260.00 is owing to the Tenant for the period from August 18, 2023 to January 22, 2026.

On consent, it is ordered that:

L1 Application – Non-Payment of Rent

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:
 - \$6,800.00 if the payment is made on or before February 17, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$11,200.00 if the payment is made on or before March 8, 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 8, 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 8, 2026.
5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation the Landlord is entitled to by \$1,536.70. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$144.66 per day for compensation for the use of the unit starting January 23, 2026 until the date the Tenant moves out of the unit.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
7. If the unit is not vacated on or before March 8, 2026, then starting March 9, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

8. 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 9, 2026.

L2 Application – Persistent Late Payment of Rent

9. If the Tenant voids the L1 portion of the order in accordance with paragraph two above, the tenancy shall continue on the following terms.
10. The Tenant shall pay the Landlord the monthly rent due on or before the first day of the month for the period March 18, 2026, to February 18, 2027.
11. If the Tenant fails to make any of the payments in paragraph 10 above, the Landlord may apply under section 78 of the Act, within 30 days of the breach and without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant.

January 30, 2026
Date Issued

Sarah Visnovec
Hearings Officer, Landlord and Tenant Board

March 13, 2026
Date Amended

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 of the Tenant expires on September 9, 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 February 17, 2026

Rent Owing To February 17, 2026	\$6,800.00
Application Filing Fee	\$0.00
NSF Charges	\$0.00
Total the Tenant must pay to continue the tenancy	\$6,800.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 8, 2026

Rent Owing To March 17, 2026	\$11,200.00
Total the Tenant must pay to continue the tenancy	\$11,200.00

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

Rent Owing To Hearing Date	\$3,123.30
Application Filing Fee	\$0.00
NSF Charges	\$0.00
Less the amount of the last month's rent deposit	- \$4,400.00
Less the amount of the interest on the last month's rent deposit	- \$260.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$(1,536.70)
Plus daily compensation owing for each day of occupation starting January 23, 2026	\$144.66 (per day)