



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-107421-25

In the matter of: Main Floor, 19 TANNERY CRT
RICHMOND HILL ON L4C7V5

Between: Nazgol Momeni Landlord

And

Amin Zeinali Tenant

Nazgol Momeni (the 'Landlord') applied for an order to terminate the tenancy and evict Amin Zeinali (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 3, 2026.

The Landlord's legal representative, A. Hesami, the Tenant, and the Tenant's Farsi interpreter, S. Akrami, 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. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on February 19, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$4,000.00. It was due on the 15th day of each month.
5. The Landlord alleges that the Tenant has not made any payments since the application was filed, and the rent arrears owing to February 19, 2026 are \$28,798.55.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord collected a rent deposit of \$4,000.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.

8. Interest on the rent deposit, in the amount of \$250.63 is owing to the Tenant for the period from July 15, 2023 to February 19, 2026.
9. The Tenant said that the Landlord's calculation of the rent arrears is incorrect, and he does not owe the amount being claimed. He said that he had documentary evidence to support his submission, but he had not disclosed it to the Landlord, nor had he uploaded anything to the Board's file.
10. The Landlord had disclosed a detailed rent ledger with their N4 notice of termination, which included amounts paid and the exact dates the amounts had been paid.
11. I find, on a balance of probabilities, that the amount claimed by the Landlord is accurate, as it is supported by detailed documentary evidence. The Tenant had not disclosed any documentation to prove that the Landlord's calculations were incorrect, despite claiming that he believed the calculations were incorrect since December 2025, when he received the N4 notice of termination. He had over 2 ½ months to disclose any documentation, if he had any, to support his claim that the arrears are inaccurate, and he failed to do so.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of February 19, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$24,733.92. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before March 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 28, 2026 at 4.00% annually on the balance outstanding.

March 16, 2026
Date Issued

Nancy Morris
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$28,798.55
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$4,000.00
Less the amount of the interest on the last month's rent deposit	- \$250.63
Total amount owing to the Landlord	\$24,733.92