



Order under Section 69 Residential Tenancies Act, 2006

Citation: Asadi v Hotak, 2026 ONLTB 22514

Date: 2026-03-19

File Number: LTB-L-108627-25

In the matter of: UPPER LEVEL, 23 QUAIL HOLLOW
MARKHAM ON L6B0K7

Between: Yalda Asadi Landlords
Mohammed Minhaj Asadi

And

Haroon Hotak Tenants
Nooria Ahmadi

Yalda Asadi and Mohammed Minhaj Asadi (the 'Landlords') applied for an order to terminate the tenancy and evict Haroon Hotak and Nooria Ahmadi (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 9, 2026.

The Landlords' legal representative Parastoo Naderi and the Tenants attended the hearing.

The Tenants spoke with Tenant Duty Counsel.

Determinations:

1. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$3,010.00. It is due on the 24th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$98.96. This amount is calculated as follows: \$3,010.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to March 23, 2026 are \$36,120.00.

7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. The Landlords' representative said that many attempts have been made over the past year to discuss the arrears and payment options with the Tenants but the Tenants refuse to communicate.
10. The Tenants do not dispute the amount of arrears claimed by the Landlord.
11. At the hearing, the Tenants attempted to raise maintenance issues under s.82 of the *Residential Tenancies Act, 2006* (the 'Act').
12. The Landlords' representative opposed this request, stating the Landlords were not put on notice of these issues. I note, the Board record does not contain any issues or evidence filed by the Tenants as of the date of the hearing.
13. The Tenants confirmed they received, read and understood some of the Notice of Hearing. However, the Tenants failed to provide reasonable evidence that they sought clarification for any confusion related to the Notice of Hearing. They made vague statements about contacting legal clinics but did not provide any dates. However, they also said that the legal clinic advised they could not assist with the matter. The Tenants did not state they called the LTB or any other person who could have clarify confusion related to the Notice of Hearing.
14. As explained at the hearing, the Landlords were not provided advanced notice of the issues the Tenants intended to raise at this hearing and it would be unfair to proceed on their issues. The Tenants may wish to file their own applications related to their issues.
15. A detailed examination of the Tenants income and expenses was conducted at the hearing to assess the viability of this tenancy and potential for a payment plan.
16. Based on the evidence before the Board and on a balance of probabilities, the Tenants' expenses far outweigh their income, with no available funds to pay the sizable arrears. I find this is no longer a viable tenancy.

Relief from Eviction

17. As explained at the hearing, s.83 of the Act describes both discretionary and mandatory relief from eviction.
18. The Tenants assert the Landlords are in serious breach of their obligations, related to mould and a broken window. The Tenants said that a crack in a window has resulted in mould and the Landlords have not attended to this issue. They said it was reported to the Landlords last year but the Landlords have not addressed the issue. I note, no documentary evidence was led to support this claim, such as photographs or reports.
19. The Tenants said they did not file a T6 application as they were unaware of the process. The Tenants did not describe any reasonable efforts taken to inquire about their rights. I also considered the fact that the Landlords' legal representative has acted for the

Landlords for several months and have not had any reports from the Tenants on these issues.

20. Pursuant to s.83(3)(a) of the Act, 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.”
21. Based on the limited evidence led by the Tenants, I conclude that, although the Landlord may be in breach of their maintenance obligations, the breach is not “serious”. In making this finding, I considered the timing of the Tenants’ allegations, the lack of details of steps take to notify the Landlords and the lack of any documentary evidence to support their claims. Has this been a serious issue, it would be reasonable to expect the Tenants would have communicated with the Landlords and their representative within the last several months. I therefore conclude that the Landlords’ 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.
22. The Tenants have three minor children. They said they do not have family or friends to provide financial assistance nor temporary accommodations. They are expecting a newborn child in the coming months. They have taken no steps to look for alternative housing and said they were awaiting the outcome of this hearing.
23. The Landlords’ representative said there is no last months rent on file. The arrears are significant and climbing. The Tenants have not made any good faith payments to the Landlord for months. The Landlords tried to work with the Tenants early on but they simply ignored the Landlords’ efforts.
24. I am declining to exercise my discretion to grant further relief in this circumstance. The arrears exceed \$36,000.00. The Tenants cannot meet their financial obligations and did not say they could make any payments to the Landlords. In my view, it would be unreasonable to extend time into another month, when it is unlikely the Tenants will pay the rent owing. There is no last month’s rent deposit.
25. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the ‘Act’), including whether the Landlords attempted to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:**
 - \$36,306.00 if the payment is made on or before March 23, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$39,316.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have 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 Tenants may only make this motion once during the tenancy.
 4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before March 31, 2026.**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$34,681.44. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
 6. The Tenants shall also pay the Landlords compensation of \$98.96 per day for the use of the unit starting March 10, 2026 until the date the Tenants move out of the unit.
 7. If the Tenants do not pay the Landlords the full amount owing on or before March 31, 2026, the Tenants 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 19, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before March 23, 2026

Rent Owing To March 23, 2026	\$36,120.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$36,306.00

B. Amount the Tenants 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 April 23, 2026	\$39,130.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$39,316.00

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

Rent Owing To Hearing Date	\$34,495.44
Application Filing Fee	\$186.00
Total amount owing to the Landlords	\$34,681.44
Plus daily compensation owing for each day of occupation starting March 10, 2026	\$98.96 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	